

# Exhibit A

PRESORTED  
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Crosner Legal, PC  
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HOLLAND & KNIGHT  
50 California Street Suite 2800  
San Francisco CA 94111  
USA

**FOR COURT USE ONLY**

TO (insert name of party being served): ZUFFA, LLC, a Nevada limited liability company;

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

(TYPE OR PRINT NAME)

(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY,  
ON WHOSE BEHALF THIS FORM IS SIGNED)

(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF  
ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

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(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF  
ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

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14 Attorneys for Plaintiffs MOISES REZA,  
 15 FRANK GARZA, TANNER PENDERGRAFT,  
 16 and FEDERICO NAVARRETE

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 12 **COUNTY OF ALAMEDA**

14 MOISES REZA, FRANK GARZA,  
 15 TANNER PENDERGRAFT, and  
 16 FEDERICO NAVARRETE on behalf of  
 themselves and all others similarly situated,

17 Plaintiffs,

18 v.

19 ZUFFA, LLC, a Nevada limited liability  
 20 company; NEULION USA, LLC, a  
 Delaware limited liability company; and  
 DOES 1 to 50, inclusive,

21 Defendants.

Case No.: **22CV019499**

**CLASS ACTION COMPLAINT**

- 1) FALSE ADVERTISING IN VIOLATION OF THE CALIFORNIA AUTOMATIC RENEWAL LAW [BUS. & PROF. CODE § 17600, ET SEQ.]
- 2) VIOLATION OF THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT [CIV. CODE § 1750, ET SEQ.]
- 3) VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW [BUS. & PROF CODE § 17200, ET SEQ.]
- 4) UNJUST ENRICHMENT

**JURY TRIAL DEMANDED**

**ELECTRONICALLY FILED**  
 Superior Court of California,  
 County of Alameda  
**10/11/2022 at 06:24:56 PM**  
 By: Angela Linhares,  
 Deputy Clerk

1 **I. INTRODUCTION**

2 1. This class action complaint alleges that Defendants ZUFFA, LLC, and NEULION  
3 USA, LLC (“Defendants”) violate California law in connection with an automatically renewing  
4 online streaming subscription program. Specifically, Defendants enroll consumers in its streaming  
5 subscription program without providing the “clear and conspicuous” disclosures mandated by  
6 California law, and posts charges to consumers’ credit or debit cards for purported subscription  
7 charges without first obtaining the consumers’ affirmative consent to an agreement containing the  
8 requisite clear and conspicuous disclosures. Furthermore, Defendants fail to provide a clear  
9 mechanism for consumers to cancel the subscription service before its automatic renewal.

10 2. This course of conduct violates the California Automatic Renewal Law (Bus. & Prof.  
11 Code § 17600, et seq.) (“ARL”), the Consumers Legal Remedies Act (Civ. Code § 1750, et seq.)  
12 (“CLRA”), and the Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.) (“UCL”).

13 **II. JURISDICTION AND VENUE**

14 3. This court possesses original subject matter jurisdiction over this matter. Venue is  
15 proper in Alameda, California, because Defendants transact business in Alameda, California, and  
16 some of the complained of conduct occurred in this judicial district.

17 **III. THE PARTIES**

18 4. Plaintiffs MOISES REZA (“Plaintiff Reza”), FRANK GARZA (“Plaintiff Garza”),  
19 TANNER PENDERGRAFT (“Plaintiff Pendergraft”), and FEDERICO NAVARRETE (“Plaintiff  
20 Navarrete”) (hereinafter collectively referred to as “Plaintiffs”) are, and at relevant times were,  
21 individuals domiciled in the State of California and a citizen of the State of California.

22 5. Defendant ZUFFA, LLC, is a Nevada limited liability company that, at all relevant  
23 times, was authorized to do business within the State of California and is doing business in the State  
24 of California.

25 6. Defendant NEULION USA, LLC, (“NEULION”) is a Delaware limited liability  
26 company that, at all relevant times, was authorized to do business within the State of California and  
27 is doing business in the State of California. Plaintiffs are informed and believe, and based thereon  
28 allege, that Defendant NEULION contracts with ZUFFA, LLC to provide services that provide the

1 consumer with the ability to access and view ZUFFA, LLC's UFC Fight Pass content, and  
2 NEULION processes the subscription fees charged by ZUFFA, LLC. Based on information and  
3 belief, the UFC Fight Pass service and/or access to view UFC fights and/or other UFC content is  
4 processed by NEULION so UFC Fight Pass users can view UFC fights and/or other UFC content.<sup>1</sup>

5 7. The true names and capacities of the DOE Defendants sued herein as DOES 1  
6 through 50, inclusive, are currently unknown to Plaintiffs, who therefore sue each such Defendant  
7 by said fictitious names. Each of the Defendants designated herein as a DOE is legally responsible  
8 for the unlawful acts alleged herein. Plaintiffs will seek leave of Court to amend this Complaint to  
9 reflect the true names and capacities of the Doe Defendants when such identities become known.

10 8. Plaintiffs are informed and believe, and based thereon allege, that, at all relevant  
11 times, each of the Defendants was the principal, agent, partner, joint venturer, officer, director,  
12 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or  
13 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of  
14 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all  
15 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this  
16 complaint. Plaintiffs are further informed and believes, and based thereon allege, that each  
17 Defendant acted pursuant to and within the scope of the relationships alleged above, and that at all  
18 relevant times, each Defendant knew or should have known about, authorized, ratified, adopted,  
19 approved, controlled, and/or aided and abetted the conduct of all other Defendants.

20 9. At all relevant times, Defendants were and are legally responsible for all of the  
21 unlawful conduct, policies, practices, acts and omissions complained of herein. The conduct of  
22 Defendants' managers and supervisors was at all relevant times undertaken as employees of  
23 Defendants, acting within the scope of their employment or authority in all of the unlawful activities  
24 described herein.

#### 25 **IV. BACKGROUND**

26 10. According to ZUFFA, LLC, ZUFFA, LLC, owns the exclusive rights to, "Ultimate  
27 Fighting Championship," "Ultimate Fighting," "UFC," "The Ultimate Fighter," "Submission," "As  
28

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<sup>1</sup> See <https://www.ufc.com/terms> (last visited September 11, 2022).

Real As It Gets”, “The Octagon” and the eight-sided cage design are registered trademarks, trademarks, trade dress or service marks, and ZUFFA, LLC, operates all Ultimate Fighting Championship® web sites, including without limitation, those located at [www.ufc.com](http://www.ufc.com) and [www.ufcfightpass.com](http://www.ufcfightpass.com)<sup>2</sup>

11. As part of its business activities, Defendants operate an online streaming service called “UFC Fight Pass” to which consumers may subscribe on a monthly or annual basis. After subscribing to UFC Fight Pass, Defendants thereafter post charges to the consumer’s credit or debit card in the amount of \$9.99 per month for “UFC Fight Pass”. The annual charge for this service is \$95.99. However, Defendants fail to provide clear and conspicuous disclosures mandated by California law, and fail to provide a clear mechanism by which consumers may cancel their subscriptions.

12. As described below, the California Automatic Renewal Law was enacted to prohibit companies from enrolling consumers in automatic renewal programs without first making specific clear and conspicuous disclosures and without obtaining each individual’s affirmative consent.

#### **THE CALIFORNIA AUTOMATIC RENEWAL LAW**

13. In 2009, the California Legislature passed Senate Bill 340, which took effect on December 1, 2010, as Article 9 of Chapter 1 of the False Advertising Law. (Bus. & Prof. Code § 17600, *et seq.* (the California Automatic Renewal Law or “ARL”). SB 340 was introduced because:

It has become increasingly common for consumers to complain about unwanted charges on their credit cards for products or services that the consumer did not explicitly request or know they were agreeing to. Consumers report they believed they were making a one-time purchase of a product, only to receive continued shipments of the product and charges on their credit card. These unforeseen charges are often the result of agreements enumerated in the “fine print” on an order or advertisement that the consumer responded to.

(See Exhibit 1 attached hereto.)

14. The Assembly Committee on Judiciary provided the following background for the legislation:

<sup>2</sup> See <https://www.ufc.com/terms> (last visited September 11, 2022); see also <https://esos.nv.gov/OnlineTrademarkSearch/TradeMarkInformation> (last visited September 11, 2022)



1 This non-controversial bill, which received a unanimous vote on the Senate floor,  
2 seeks to protect consumers from unwittingly consenting to “automatic renewals” of  
3 subscription orders or other “continuous service” offers. According to the author  
4 and supporters, consumers are often charged for renewal purchases without their  
5 consent or knowledge. For example, consumers sometimes find that a magazine  
6 subscription renewal appears on a credit card statement even though they never  
7 agreed to a renewal.

8 (See Exhibit 2 attached hereto.)

9 15. The ARL seeks to ensure that, before there can be a legally binding automatic  
10 renewal or continuous service arrangement, there must first be adequate disclosure of certain terms  
11 and conditions and affirmative consent by the consumer. To that end, Bus. & Prof. Code § 17602(a)  
12 makes it unlawful for any business making an automatic renewal offer or a continuous service offer  
13 to a consumer in California to do any of the following:

14 (1) Fail to present the automatic renewal offer terms or continuous service offer  
15 terms in a clear and conspicuous manner before the subscription or purchasing agreement is  
16 fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal  
17 proximity, to the request for consent to the offer. (Bus. & Prof. Code § 17602(a)(1).) For this  
18 purpose, “clear and conspicuous” means “in larger type than the surrounding text, or in  
19 contrasting type, font, or color to the surrounding text of the same size, or set off from the  
20 surrounding text of the same size by symbols or other marks, in a manner that clearly calls  
21 attention to the language.” (Bus. & Prof. Code § 17601(c).) In the case of an audio disclosure,  
22 ‘clear and conspicuous’ means in a volume and cadence sufficient to be readily audible and  
23 understandable.” (*Id.*) The statute defines “automatic renewal offer terms” to mean the “clear  
24 and conspicuous” disclosure of the following: (a) that the subscription or purchasing  
25 agreement will continue until the consumer cancels; (b) the description of the cancellation  
26 policy that applies to the offer; (c) the recurring charges that will be charged to the  
27 consumer’s credit or debit card or payment account with a third party as part of the automatic  
28 renewal plan or arrangement, and that the amount of the charge may change, if that is the  
case, and the amount to which the charge will change, if known; (d) the length of the  
automatic renewal term or that the service is continuous, unless the length of the term is  
chosen by the consumer; and (e) the minimum purchase obligation, if any. (Bus. & Prof.

Code § 17601(b).)

(2) Charge the consumer's credit or debit card, or the consumer's account with a third party, for an automatic renewal or continuous service without first obtaining the consumer's affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms, including the terms of an automatic renewal offer or continuous service offer that is made at a promotional or discounted price for a limited period of time. (Bus. & Prof. Code § 17602(a)(2).)

(3) Fail to provide an acknowledgment that includes the automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer. (Bus. & Prof. Code § 17602(a)(3).) If the offer includes a free trial, the business must also disclose in the acknowledgment how to cancel and allow the consumer to cancel before the consumer pays for the goods or services. (*Ibid.*) Section 17602(b) requires that the acknowledgment specified in § 17602(a)(3) include a toll-free telephone number, electronic mail address, a postal address if the seller directly bills the consumer, or it shall provide another cost-effective, timely, and easy-to-use mechanism for cancellation.<sup>3</sup>

16. Violation of the ARL gives rise to restitution and injunctive relief under the general remedies provision of the False Advertising Law, Bus. & Prof. Code § 17535. (Bus. & Prof. Code, § 17604, subd. (a).)

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<sup>3</sup> According to the Federal Trade Commission, the Restore Online Shoppers' Confidence Act, 15 U.S.C. §§ 8401-8405, which contains the federal rules for automatic renewal agreements, "requires negative option sellers to provide a simple, reasonable means for consumers to cancel their contracts. To meet this standard, negative option sellers should provide cancellation mechanisms that are at least as easy to use as the method the consumer used to initiate the negative option feature. For example, to ensure compliance with this simple cancellation mechanism requirement, negative option sellers should not subject consumers to new offers or similar attempts to save the negative option arrangement that impose unreasonable delays on consumers' cancellation efforts. In addition, negative option sellers should provide their cancellation mechanisms at least through the same medium (such as website or mobile application) the consumer used to consent to the negative option feature. The negative option seller should provide, at a minimum, the simple mechanism over the same website or web-based application the consumer used to purchase the negative option feature. If the seller also provides for telephone cancellation, it should provide, at a minimum, a telephone number, and answer all calls to this number during normal business hours, within a short time frame, and ensure the calls are not lengthier or otherwise more burdensome than the telephone call the consumer used to consent to the negative option feature. See [https://www.ftc.gov/system/files/documents/public\\_statements/1598063/negative\\_option\\_policy\\_statement-10-22-2021-tobureau.pdf](https://www.ftc.gov/system/files/documents/public_statements/1598063/negative_option_policy_statement-10-22-2021-tobureau.pdf) at p. 14.

## V. FACTS GIVING RISE TO THIS ACTION

17. Defendants automatically subscribed Plaintiffs to their UFC Fight Pass service. Defendants automatically subscribed Plaintiffs to their UFC Fight Pass service without first providing the clear and conspicuous disclosures required by the ARL and without first obtaining Plaintiffs' affirmative consent to an agreement containing the required clear and conspicuous disclosures as required under California law. Based on information and belief, on or around January 2020, Plaintiff Reza logged onto Defendants' UFC Fight Pass streaming service home page at <https://welcome.ufcfightpass.com/region/united-states> via his desktop computer. The home page includes several graphics and images of UFC combat sports. The home page prompts consumers to "Sign Up Today" by clicking on a red box with the word "Sign Up Today" preceded by a seven-line blurb describing the service subscription to UFC Fight Pass as "a never-ending supply of fighting...the Ultimate 24/7 platform for MORE combat sports, UFC Fight Pass!"

18. Only after scrolling down past the "Sign Up Today"<sup>4</sup> and scrolling past numerous large graphics of combat sports with descriptions in large font of the service is there any discussion of (1) that the service will have to be paid for and (2) that the service will involve "recurring payments" on either a monthly or yearly basis. This information is finally given below large font saying "IMMERSE YOURSELF: CHOOSE YOUR UFC FIGHT PASS PLAN" where there are side-by-side boxes for the monthly plan and the yearly plan. The boxes display the cost of the respective plans followed by a blurb about the features provided in the subscription. Under the blurb are two line items in significantly smaller font. The first line item advertises "Over 1,000 hours of live combat sports action from around the globe". Finally, the second line item reads that the service requires a recurring payment as it states "Recurring payment of \$9.99 per month" and "Recurring payment of \$95.99 every year" in the boxes for the monthly and yearly subscriptions, respectively. The customer is given the option to click large red boxes labeled "SELECT" at the bottom of the plan choices. Only after scrolling past the subscription plan choices does it finally state in much smaller greyed-out font that that the "Subscription will auto-renew unless cancelled prior to the

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<sup>4</sup> Based on information and belief, many consumers do not scroll down past the large red "Sign Up Today" button as the webpage design with its dark background, formatting of the page, and/or the centered "Sign Up Today" button suggests there is no material below to which to scroll down.

1 applicable renewal". This purported disclosure phrase not only fails to be clear and conspicuous but  
2 also fails to disclose all required automatic renewal terms as required by California law. Notably,  
3 there is no indication when such renewal will occur and/or whether the recurring payment is subject  
4 to change. Attached hereto as Exhibit 3 is a printout of Defendant's UFC Fight Pass home page as  
5 of September 8, 2022.

6 19. Upon clicking on any of the three buttons on the home page (the "SIGN UP TODAY"  
7 or either of the two "SELECT" buttons under the plan choices) the consumer is directed to a page  
8 with two similar boxes to the first page, with the choices for a monthly or annual plan. Much like  
9 the boxes on the home page they list the prices of each plan followed by a blurb advertising the  
10 service features – namely, "Access to exclusive prelims for all PPV events, the entire UFC Fight  
11 Library, live martial arts events from around the world and exclusive original series and shows" is  
12 under the pricing. Below that, are two line items: (1) the first reads "Over 1,000 hours of live combat  
13 sports action from around the globe" (2) The second line item differs from the second line item from  
14 the boxes on the homepage as the second line item for the monthly plan states "Monthly  
15 subscription, cancel anytime," and the second line item for the yearly plan states "Save 20% when  
16 compared to the monthly subscription. Recurring payment of \$95.99 every year". The consumer is  
17 then given the option to click a button under either plan that reads "SELECT LICENSE". Notably,  
18 this page fails to give any indication to the consumer that the plan will automatically renew on a  
19 monthly basis unless canceled. Attached hereto as Exhibit 4 is a printout/screenshot of UFC Fight  
20 Pass' "Select A Plan" page as of September 8, 2022.<sup>5</sup>

21 20. Upon selecting either of these options (either the monthly or annual option), the  
22 consumer is taken to a new page where he or she is prompted to "Create a New Account" by  
23 providing an email address and creating a password as well as providing a billing address. Attached  
24 hereto as Exhibit 5 is a screenshot of the account creation page as of September 8, 2022<sup>6</sup>. As  
25 demonstrated by Exhibits 4-5, Defendants fail to provide any form of disclosures regarding the  
26 automatically renewing nature of its subscription services and/or that the plan will automatically

27 <sup>5</sup> The select a plan page can be found here: <https://ufcfightpass.com/signup> last visited September 8, 2022; Exhibit 4 is  
28 a screenshot of the select a plan page as of September 8, 2022.

<sup>6</sup> Exhibit 5 is a screenshot of the account creation and order summary page as of September 8, 2022.

1 renew on a monthly basis unless canceled. Once the consumer clicks “Continue” to create a new  
2 account, a “Terms of Use” box pops up containing the following language: “UFC (Zuffa, LLC) is  
3 collecting your information as part of its signup process, and while you use the services, for the  
4 purpose of providing the service to you, as well as other purposes set out in the Privacy Policy.”  
5 Beneath this language, there are three checkboxes. The first checkbox has following language: “By  
6 checking this box, you confirm that you have read and agree to the Terms of Use, Privacy Policy  
7 and Cookie Policy.” The consumer is required to check this box to proceed/activate the “Submit”  
8 button at the bottom of the box. There are also optional boxes that can be checked to receive offers  
9 and opt out of certain data sharing. Attached hereto as Exhibit 6 is a printout of the “Terms of Use”  
10 box as of September 11, 2022.

11 21. Upon clicking on the phrase “Terms of Use”, the consumer is taken to a new page  
12 that includes a long list of twenty-six (26) different terms, many with multiple paragraphs and/or  
13 subsections.<sup>7</sup> A user must scroll down several times to reach section twelve called “Special Terms  
14 and Conditions Applicable to Subscription Products, online Pay Per View, and Other  
15 Services/Products Offered for Purchase Through the Billing.” There are several paragraphs the user  
16 must scroll through, none of which relate to any automatic renewal terms, before the user encounters  
17 a paragraph, not bolded, nor in a distinctive font nor emphasized in any way, containing the  
18 following language: “Billing and Automatic Renewal Policies for Certain Subscription Services or  
19 Monthly Subscriptions,”. Under this section, Defendants state that a monthly or annual subscription  
20 will begin “when you purchase and ends at the product’s pre-determined cycle.” Notably, there is  
21 no disclosure informing the user the first date he/she will be charged for the service and/or that the  
22 service or purchasing agreement will continue until the consumer cancels. The section merely  
23 informs the user that he/she *may* cancel, not that he/she *must* cancel to avoid the continuation of  
24 charges. Additionally, a user can check out and purchase the service without ever opening the Terms  
25 of Use. Other than these terms, which fail to be clear and conspicuous, there are no other clear and  
26

27 <sup>7</sup> Attached hereto as Exhibit 7 is a printout of the “Terms of Use” as of September 11, 2022. Upon clicking on the  
28 phrase “Privacy Policy”, the consumer is taken to a new page that includes several terms, none of which explain the  
automatic renewal terms. Attached hereto as Exhibits 8 and 9 are printouts of the “Privacy Policy” and the “Cookie  
Policy” as of September 11, 2022, neither of which said policies contain any automatic renewal terms.

1 conspicuous disclosures provided to the consumer prior to purchasing a service.

2       22. Moreover, Defendants fail to explain the cancellation policy in a way that can be  
3 retained by the user. For example, the paragraph “Billing and Automatic Renewal Policies for  
4 Certain Subscription Services or Monthly Subscriptions” purports to articulate a cancellation policy  
5 with the language “To cancel your monthly subscription or the annual automatic renewal feature,  
6 send an e-mail to [UFCTVSupport@UFC.com](mailto:UFCTVSupport@UFC.com) cancellation will become effective as of the next  
7 monthly billing cycle following receipt.” However, it is unclear as to exactly what is required to  
8 effectively cancel the service in a timely manner. The purported cancellation policy does not  
9 articulate any sort of intelligible policy, simply stating “send an email to  
10 [UFCTVSupport@UFC.com](mailto:UFCTVSupport@UFC.com)”.” For example, there is no indication to the user that he/she will  
11 receive a confirmation email upon receipt and/or other indication the user’s email was correctly  
12 received, noted, and the user’s account updated; no instructions are provided to the user as to what  
13 to include in the email e.g., label the subject line of the email or the required contents of the email  
14 for effective cancellation in a timely manner. In short, the cursory nature of the purported  
15 cancellation policy that is couched among numerous irrelevant terms and devoid of any real  
16 instruction to the user as to how to effectuate cancellation in a timely manner renders it confusing  
17 and/or unintelligible and not capable of being retained by the consumer. Moreover, as noted, a user  
18 can check out and purchase the service without ever opening the Terms of Use. Other than these  
19 terms, which fail to be clear and conspicuous, there are no other clear and conspicuous disclosures  
20 provided to the consumer prior to purchasing a service.

21       23. After the user checks the box that he/she has read and agrees to the terms of use,  
22 privacy and cookies policies in order to activate the “Submit” button to advance, the user is taken  
23 directly to a “Checkout” page that directs the consumer to choose a method of payment (PayPal,  
24 Google Pay or Debit/Credit Card). On the right side of this screen is an “Order Summary” with a  
25 line item that reads “Monthly US \$9.99” beneath which is the following description of the streaming  
26 service “Access to exclusive prelims for all PPV events, the entire UFC Fight Library, live martial  
27 arts events from around the world and exclusive original series and shows”. Beneath this description  
28 are two line items “Over 1,0000 hours of live combat sports action from around the globe” and a

1 second line with the following language “Monthly subscription, cancel anytime”. The Order  
2 Summary provides a large box for a “Promo Code” and displays the total price for a single purchase  
3 in larger font than anything else on the page. There is no indication that the subscription will  
4 automatically renew, that the subscription will continue until it is cancelled, when such renewal will  
5 occur, the amount of each recurring charge and/or whether the recurring charge is subject to change.  
6 Moreover, while the “Order Summary” includes the language “cancel anytime”, there is no  
7 indication of the process by which to cancel. As such, the Checkout page fails to provide the clear  
8 and conspicuous automatic renewal disclosures as required by California law. Attached hereto as  
9 Exhibit 10 is a screenshot of the “Payment Methods” and “Order Summary” Checkout page (as of  
10 September 11, 2022) directing the consumer to choose method of payment for the previously  
11 selected service. Upon selecting the option for Debit/Credit Card, the user is taken to a second  
12 “Checkout” page that requests the consumer’s credit card information. Attached hereto as Exhibit  
13 11 is a screenshot of the Selected Payment page (as of September 11, 2022) that requests the  
14 consumer’s credit card information with an “Order Summary” on the right-hand side of the screen  
15 that is identical to the “Order Summary” provided on the first Checkout page that directs the user to  
16 choose a payment method. As such, the Checkout pages fail to provide the clear and conspicuous  
17 automatic renewal disclosures as required by California law. Additionally, once the user has entered  
18 his/her payment information, he/she can select the “Secure Checkout” without ever being provided  
19 with any of the clear and conspicuous disclosures as required by California law.

20 24. As a result of Defendants’ failure to provide clear and conspicuous automatic  
21 renewal terms under California law, consumers do not affirmatively consent to the hidden renewal  
22 terms of the UFC Fight Pass service.

23 25. Additionally, consumers are never provided with an acknowledgement that includes  
24 the automatic renewal or continuous offer terms, cancellation policy, and information regarding how  
25 to cancel in a manner that is capable of being retained by the consumer.

26 26. Based on information and belief, individuals that purchase Defendants’ UFC Fight  
27 Pass service via an application on their smart phone or smart TV undergo a process that is  
28 substantially similar if not identical to the process described above, including but not limited to the



1 lack of disclosures required under California law.

2 27. When Plaintiff Reza made his online purchase in or around January 2020, he was not  
3 aware that Defendants were going to automatically renew his subscription without further notice.

4 28. Plaintiff Reza first purchased Defendants' UFC Fight Pass service following a very  
5 similar process as that described above. Upon clicking on the "Sign Up Today" button on  
6 Defendants' home page, Plaintiff Reza was redirected to a new page that advertised the features of  
7 Defendants' streaming service. Plaintiff Reza then created a UFC account by providing his email  
8 address and creating a password. After creating the account, Plaintiff Reza paid for one month of  
9 Defendant's UFC Fight Pass using a personal credit/debit card. To Plaintiff Reza's surprise,  
10 Defendants automatically enrolled him in a monthly subscription plan that was scheduled to renew  
11 each month. Plaintiff Reza discovered that Defendants enrolled him an automatic subscription  
12 service when he noticed additional charges to his credit card/debit card approximately two months  
13 after his original purchase date. On or around March 2020, Plaintiff Reza attempted to cancel the  
14 monthly subscription by visiting Defendants' streaming service web page via his desktop. Over the  
15 months that followed, Plaintiff Reza attempted to cancel at least one other time but was unable to  
16 do so. Defendants continued to charge Plaintiff Reza for a monthly subscription he did not consent  
17 to until in or around October 2021, when Defendants finally responded to his most recent attempt  
18 to cancel Defendants' subscription.

19 29. Defendants automatically subscribed Plaintiff Reza to its UFC Fight Pass service  
20 without first providing the clear and conspicuous disclosures required by the ARL and posted  
21 charges to Plaintiff Reza's debit/credit card without first obtaining his affirmative consent to an  
22 agreement containing the required clear and conspicuous disclosures as required under California  
23 law. Moreover, Defendants did not provide an adequate mechanism for cancelling the service before  
24 the renewal date.

25 30. When Plaintiff Reza made his online purchase in January 2020, he was not aware  
26 that Defendants were going to automatically renew his subscription without further notice. If  
27 Plaintiff had known that Defendants were going to automatically renew his subscription with  
28 charges of \$9.99 per month, Plaintiff either would not have purchased a UFC Fight Pass subscription



1 in the first place or would have taken other steps to avoid the renewal of his subscription.

2 31. Plaintiff Garza first purchased Defendants' UFC Fight Pass Service following a very  
3 similar process as that described above. On information and belief, on or around July 31, 2020,  
4 Plaintiff Garza logged onto Defendants' UFC Fight Pass streaming service home page at  
5 <https://welcome.ufcfightpass.com/region/united-states> via his laptop computer. Upon clicking on  
6 the "Sign Up Today" button on Defendants' home page, Plaintiff Garza was redirected to a new page  
7 that advertised the features of Defendants' streaming service. Plaintiff Garza then created a UFC  
8 account by providing his email address and creating a password. After creating the account, Plaintiff  
9 Garza paid for one month of Defendants' UFC Fight Pass using the PayPal payment option on the  
10 choose a method of payment screen. Defendants automatically enrolled him in a monthly  
11 subscription plan that was scheduled to renew each month. On or around December 2020, Plaintiff  
12 Garza attempted to cancel the monthly subscription by visiting Defendants' streaming service web  
13 page via Defendants' website but was unable to do so. Plaintiff Garza attempted to cancel several  
14 more times by phone but was unable to do so. Defendants continued to charge Plaintiff Garza for a  
15 monthly subscription without his consent until in or around at least February 2021, when Defendants  
16 finally cancelled Plaintiff Garza's monthly subscription, following Plaintiff Garza's most recent  
17 cancellation attempt. Plaintiff Garza never received any confirmation email and/or other form of  
18 cancellation confirmation from Defendants.

19 32. Defendants automatically subscribed Plaintiff Garza to its UFC Fight Pass service  
20 without first providing the clear and conspicuous disclosures required by the ARL and posted  
21 charges to Plaintiff Garza's debit/credit card without first obtaining his affirmative consent to an  
22 agreement containing the required clear and conspicuous disclosures as required under California  
23 law. Moreover, Defendants did not provide an adequate mechanism for cancelling the service before  
24 the renewal date. Defendants continued to charge Plaintiff Garza for a monthly subscription without  
25 his consent until in or around at least February 2021, when his subscription was finally cancelled.

26 33. Plaintiff Pendergraft first purchased Defendants' UFC Fight Pass Service following  
27 a very similar process as that described above. In or around November 2021, Plaintiff Pendergraft  
28 opened his web browser on his mobile phone and went to Defendants' UFC Fight Pass streaming

1 service home page at <https://welcome.ufcfightpass.com/region/united-states>. Upon clicking on the  
2 "Sign Up Today" button on Defendants' home page, Plaintiff Pendergraft was redirected to a new  
3 page that advertised the features of Defendants' streaming service. Plaintiff Pendergraft then created  
4 a UFC account by providing his email address and creating a password. After creating the account,  
5 Plaintiff Pendergraft paid for one month of Defendants' UFC Fight Pass using the credit card  
6 payment option on the choose a method of payment screen. Defendants automatically enrolled him  
7 in a monthly subscription plan that was scheduled to renew each month. On or around January 2022,  
8 Plaintiff Pendergraft attempted to cancel the monthly subscription by phone but was unable to do  
9 so. Plaintiff Pendergraft attempted to cancel at least one additional time by phone but was unable  
10 to do so. Defendants continued to charge Plaintiff Pendergraft for a monthly subscription without  
11 his consent until in or around at least April 2022, when Defendants finally cancelled Plaintiff  
12 Pendergraft's monthly subscription, following Plaintiff Pendergraft's most recent cancellation  
13 attempt.

14 34. Defendants automatically subscribed Plaintiff Pendergraft to its UFC Fight Pass  
15 service without first providing the clear and conspicuous disclosures required by the ARL and  
16 posted charges to Plaintiff Pendergraft's credit card without first obtaining his affirmative consent  
17 to an agreement containing the required clear and conspicuous disclosures as required under  
18 California law. Moreover, Defendants did not provide an adequate mechanism for cancelling the  
19 service before the renewal date. Defendants continued to charge Plaintiff Pendergraft for a monthly  
20 subscription without his consent until in or around at least April 2022, when his subscription was  
21 finally cancelled.

22 35. Based on information and belief, individuals that purchase Defendants' UFC Fight  
23 Pass service via an application on their smart phone undergo a process that is substantially similar  
24 if not identical to the process described above, including but not limited to the lack of disclosures  
25 required under California law. Plaintiff Navarrete first purchased Defendants' UFC Fight Pass  
26 Service following a very similar process as that described above. On or about October 25, 2019,  
27 Plaintiff Navarrete downloaded Defendants' UFC application via his smart phone. He then created  
28 an account. After creating an account, Plaintiff Navarrete purchased one month of UFC Fight Pass

1 without ever being provided with the required disclosures under California law. As such, Plaintiff  
2 Navarrete did not realize that Defendants would enroll him in an automatically renewing monthly  
3 subscription that he would be charged for immediately after creating his account. Plaintiff Navarrete  
4 attempted to cancel the monthly subscription the same day he downloaded the app and created his  
5 account after he was unable to access/view the UFC Fight Pass content for which he had signed up  
6 to view. Plaintiff Navarrete initially attempted to cancel the monthly subscription the same day as  
7 his initial purchase by deleting the app from his smart phone. Approximately two months after  
8 Plaintiff Navarrete's initial attempt to cancel the monthly subscription, Plaintiff Navarrete  
9 discovered that Defendants were continuing to post charges to his credit card/debit card for the  
10 monthly subscription. Plaintiff Navarrete was surprised to see the recurring charges. Plaintiff  
11 Navarrete attempted to cancel the monthly subscription again by, including but not limited to,  
12 searching Defendants' website and search engines to find a contact number for Defendants so he  
13 could cancel, but he was unable to cancel the subscription.

14 36. To this day, Defendants continue to charge Plaintiff Navarrete for a monthly  
15 subscription he did not consent to.

16 37. When Plaintiff Navarrete made his online purchase on or about October 25, 2019, he  
17 was not aware that Defendants were going to automatically renew his subscription without further  
18 notice. If Plaintiff Navarrete had known that Defendants were going to automatically renew his  
19 subscription with charges of \$9.99 per month, Plaintiff Navarrete either would not have purchased  
20 a UFC Fight Pass subscription in the first place or would have taken other steps to avoid the renewal  
21 of his subscription.

## 22 **VI. CLASS ACTION ALLEGATIONS**

23 38. Plaintiffs bring this lawsuit as a class action under Code of Civil Procedure section  
24 382 on behalf of the following Class: "All California residents who were both (1) enrolled in  
25 Defendants' subscription service for UFC Fight Pass and (2) charged by Defendants for a  
26 subscription to UFC Fight Pass within the applicable statute of limitations. Excluded from the Class  
27 are all employees of Defendants, all employees of Plaintiffs' counsel, and the judicial officers to  
28 whom this case is assigned.

1           39.    Ascertainability. The members of the Class may be ascertained by reviewing records  
2 in the possession of Defendants and/or third parties, including without limitation Defendants'  
3 marketing and promotion records, customer records, and billing records.

4           40.    Common Questions of Fact or Law. There are questions of fact and law that are  
5 common to the members of the Class, which predominate over individual issues. Common questions  
6 regarding the Class include, without limitation: (1) whether Defendants present all statutorily-  
7 mandated automatic renewal offer terms, within the meaning of Business and Professions Code §  
8 17601(b); (2) whether Defendants present automatic renewal offer terms in a manner that is “clear  
9 and conspicuous,” within the meaning of § 17601(c), and in “visual proximity” to a request for  
10 consent to the offer, or in the case of an offer conveyed by voice, in temporal proximity to a request  
11 for consent to the offer, as required by § 17602; (3) whether Defendants obtain consumers'  
12 affirmative consent to an agreement containing clear and conspicuous disclosure of automatic  
13 renewal offer terms before charging a credit card, debit card, or third-party payment account; (4)  
14 whether Defendants provide consumers with an acknowledgment that includes clear and  
15 conspicuous disclosure of all statutorily-mandated automatic renewal or continuous service offer  
16 terms, the cancellation policy, and information regarding how to cancel; (5) Defendants' record-  
17 keeping practices; (6) the appropriate remedies for Defendants' conduct; and (7) the appropriate  
18 terms of an injunction.

19           41.    Numerosity. The Class is so numerous that joinder of all class members would be  
20 impracticable. Plaintiffs are informed and believe and thereon allege that the Class consists of at  
21 least 100 members.

22           42.    Typicality and Adequacy. Plaintiffs allege that Defendants enrolled the Class  
23 members in automatic renewal subscriptions without disclosing all terms required by law, and  
24 without presenting such terms in the requisite “clear and conspicuous” manner; charged the Class  
25 members' credit cards, debit cards, or third-party accounts without first obtaining the Class  
26 members' affirmative consent to an agreement containing clear and conspicuous disclosure of  
27 automatic renewal offer terms; and failed to provide the requisite acknowledgment. Plaintiffs have  
28 no interests that are adverse to those of the other Class members. Plaintiffs will fairly and adequately

1 protect the interests of the Class members.

2 43. Superiority. A class action is superior to other methods for resolving this controversy.  
 3 Because the amount of restitution or damages to which each Class member may be entitled is low  
 4 in comparison to the expense and burden of individual litigation, it would be impracticable for class  
 5 members to redress the wrongs done to them without a class action forum. Furthermore, on  
 6 information and belief, Class members do not know that their legal rights have been violated. Class  
 7 certification would also conserve judicial resources and avoid the possibility of inconsistent  
 8 judgments.

9 44. Defendants Have Acted on Grounds Generally Applicable to the Class. Defendants  
 10 have acted on grounds that are generally applicable to the members of the Class, thereby making  
 11 appropriate final injunctive relief and/or declaratory relief with respect to the Class as a whole.

## 12 **VII. CAUSES OF ACTION**

### 13 **FIRST CAUSE OF ACTION**

14 False Advertising - Violation of the Automatic Renewal Law

15 (Bus. & Prof. Code, § 17600 et seq.)

16 (By Plaintiffs and the Class Against All Defendants)

17 45. Plaintiffs incorporate the previous allegations as though set forth herein.

18 46. Plaintiffs are informed and believe and thereon allege that, during the applicable  
 19 statute of limitations period, Defendants have enrolled consumers, including Plaintiffs and Class  
 20 members, in automatic renewal and/or continuous service subscription programs and have (a) failed  
 21 to present the automatic renewal or continuous service offer terms in a clear and conspicuous manner  
 22 before the subscription agreement is fulfilled and in visual proximity, or in the case of an offer  
 23 conveyed by voice, in temporal proximity, to the request for consent to the offer; (b) charged the  
 24 consumer's credit or debit card or the consumer's third-party payment account for an automatic  
 25 renewal or continuous service without first obtaining the consumer's affirmative consent to an  
 26 agreement containing clear and conspicuous disclosure of all automatic renewal offer terms or  
 27 continuous service offer terms; and (c) failed to provide an acknowledgment that includes clear and  
 28

1 conspicuous disclosure of automatic renewal or continuous service offer terms, the cancellation  
2 policy, and information regarding how to cancel.

3 47. As a result of Defendants' conduct, pursuant to Bus. & Prof. Code §§ 17603 and  
4 17535, Plaintiffs and Class members are entitled to restitution of all amounts that Defendants  
5 charged for any VIP membership during the four years preceding the filing of this Complaint and  
6 continuing until Defendants' statutory violations cease.

7 48. Pursuant to Bus. & Prof. Code § 17535, Plaintiffs and the Class members are entitled  
8 to an injunction enjoining Defendants from making membership program offers to California  
9 consumers that do not comply with California law.

10 **SECOND CAUSE OF ACTION**

11 Violation of the California Consumers Legal Remedies Act

12 (Civ. Code, § 1750 et seq.)

13 (By Plaintiffs and the Class Against All Defendants)

14 49. Plaintiffs incorporate the allegations of the preceding paragraphs as though set forth  
15 herein.

16 50. Plaintiffs and the members of the Class are "consumers" within the meaning of Civil  
17 Code § 1761(d) in that Plaintiffs and the goods and/or services sought or acquired were for personal,  
18 family, or household purposes.

19 51. Defendants' UFC Fight Pass subscription services offers pertain to "goods" and/or  
20 "services" within the meaning of Civil Code § 1761(a) and (b).

21 52. The purchases and payments by Plaintiffs and Class members are "transactions"  
22 within the meaning of Civil Code § 1761(e).

23 53. Defendants have violated Civil Code § 1770, subdivisions (a)(5), (a)(9), (a)(13),  
24 (a)(14), and (a)(17), by representing that Defendants' goods or services have certain characteristics  
25 that they do not have; advertising goods or and services with the intent not to sell them as advertised;  
26 making false and misleading statements of fact concerning the reasons for, existence of and amounts  
27 of price reductions; representing that a transaction confers or involves rights, remedies, or  
28 obligations that it does not have or involve, or that are prohibited by law; and by representing that

1 the consumer will receive a rebate, discount, or other economic benefit, if the earning of the benefit  
2 is contingent on an event to occur subsequent to the consummation of the transaction.

3 54. Plaintiffs, on behalf of themselves and all other Class members, seek an injunction  
4 prohibiting Defendants from continuing their unlawful practices in violation of the Consumers Legal  
5 Remedies Act ("CLRA"), as described above.

6 55. Pursuant to Civil Code § 1782, a notice regarding Defendants' violations of the  
7 CLRA was mailed via certified mail, return receipt requested, to Defendants, on September 28,  
8 2022. Following expiration of the statutory period Plaintiffs will amend this Complaint to add claims  
9 for monetary damages under the CLRA, in addition to equitable and injunctive relief, and request  
10 that this Court enter such orders or judgments as may be necessary to restore to any person in interest  
11 any money that may have been acquired in violation of the CLRA, and for such other relief as is  
12 provided under Civil Code § 1780.

13 **THIRD CAUSE OF ACTION**

14 **Unfair Competition**

15 (Bus. & Prof. Code, § 17200 et seq.)

16 (By Plaintiffs and the Class Against All Defendants)

17 56. Plaintiffs incorporate the previous allegations as though fully set forth herein.

18 57. The Unfair Competition Law defines unfair competition as including any unlawful,  
19 unfair or fraudulent business act or practice; any unfair, deceptive, untrue, or misleading advertising;  
20 and any act of false advertising under section 17500. (Bus. & Prof. Code § 17200.)

21 58. Defendants committed unlawful, unfair, and/or fraudulent business practices, and  
22 engaged in unfair, deceptive, untrue, or misleading advertising, by, inter alia and without limitation:  
23 (a) failing to present the automatic renewal offer terms in a clear and conspicuous manner before a  
24 subscription or purchasing agreement is fulfilled and in visual proximity, or in the case of an offer  
25 conveyed by voice, in temporal proximity, to a request for consent to the offer, in violation of §  
26 17602(a)(1); (b) charging the consumer in connection with an automatic renewal or continuous  
27 service without first obtaining the consumer's affirmative consent to an agreement containing clear  
28 and conspicuous disclosures of automatic renewal offer terms or continuous service offer terms, in

1 violation of § 17602(a)(2); (c) failing to provide an acknowledgment that includes clear and  
2 conspicuous disclosure of all required automatic renewal offer terms, the cancellation policy, and  
3 information regarding how to cancel, in violation of § 17602(a)(3); (d) representing that Defendants'  
4 goods or services have certain characteristics that they do not have, in violation of Civil Code §  
5 1770(a)(5); € advertising goods and services with the intent not to sell them as advertised, in  
6 violation of Civil Code § 1770(a)(9); (f) making false and misleading statements of fact concerning  
7 the reasons for, existence of and amounts of price reductions, in violation of Civil Code §  
8 1770(a)(13); (g) representing that a transaction confers or involves rights, remedies, or obligations  
9 that it does not have or involve, or that are prohibited by law, in violation of Civil Code §  
10 1770(a)(14); and (h) representing that the consumer will receive a rebate, discount, or other  
11 economic benefit, if the earning of the benefit is contingent on an event to occur subsequent to the  
12 consummation of the transaction, in violation of Civil Code § 1770(a)(17). Plaintiffs reserve the  
13 right to identify other acts or omissions that constitute unlawful, unfair or fraudulent business acts  
14 or practices, unfair, deceptive, untrue or misleading advertising, and/or other prohibited acts.

15         59. Defendants' acts and omissions as alleged herein violate obligations imposed by  
16 statute, are substantially injurious to consumers, offend public policy, and are immoral, unethical,  
17 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits  
18 attributable to such conduct.

19         60. There were reasonably available alternatives to further Defendants' legitimate  
20 business interests, other than the conduct described herein.

21         61. Plaintiffs have suffered injury in fact and lost money as a result of Defendants' acts  
22 of unfair competition.

23         62. Pursuant to Bus. & Prof. Code § 17203, Plaintiffs and the Class members are entitled  
24 to an order: (1) requiring Defendants to make restitution of all amounts received in connection with  
25 the unlawful, unfair, and/or fraudulent business practices alleged above; and (2) enjoining  
26 Defendants from making offers in the State of California that do not comply with California law.



**FOURTH CAUSE OF ACTION**

## Unjust Enrichment

(By Plaintiffs and the Class Against All Defendants)

63. Plaintiffs incorporate the previous allegations as though fully set forth herein.

64. Defendants have received money from Plaintiffs and Class members in connection with Defendants' conduct in violation of California law, as described herein. Defendants would be unjustly enriched if they were permitted to retain those funds, and Defendants should be ordered to restore said funds to Plaintiffs and the Class members.

65. Plaintiffs allege this unjust enrichment claim in the alternative to relief provided under any legal claim alleged herein.

**PRAYER**

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

**On the First Cause of Action**

1. For restitution;
2. For a public injunction for the benefit of the People of the State of California;

**On the Second Cause of Action:**

3. For a public injunction for the benefit of the People of the State of California;
4. For an award of attorney's fees and costs, pursuant to Civil Code § 1780(e);

**On the Third Cause of Action:**

5. For restitution;
6. For a public injunction for the benefit of the People of the State of California;

**On the Fourth Cause of Action:**

7. For restitution;

**On All Causes of Action:**

8. For an award of attorneys' fees pursuant to Code Civ. Proc. § 1021.5;
9. For costs of suit;

////

////

1 10. For pre-judgment interest; and

2 11. For such other relief that the Court deems just and proper.

3  
4 Dated: October 11, 2022

**CROSNER LEGAL, P.C.**

5  
6 

Michael R. Crosner, Esq.

Zachary M. Crosner, Esq.

Jamie Serb, Esq.

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Attorneys for Plaintiffs

MOISES REZA, FRANK GARZA, TANNER

PENDERGRAFT, and FEDERICO NAVARRETE

**DEMAND FOR JURY TRIAL**

Plaintiffs demand a trial by jury on all claims so triable.

Dated: October 11, 2022

**CROSNER LEGAL, P.C.**



Michael R. Crosner, Esq.

Zachary M. Crosner, Esq.

Jamie Serb, Esq.

Chad A. Saunders, Esq.

Attorneys for Plaintiffs

MOISES REZA, FRANK GARZA,

TANNER PENDERGRAFT, and FEDERICO

NAVARRETE

Exhibit 1

**SENATE JUDICIARY COMMITTEE**  
**Senator Ellen M. Corbett, Chair**  
**2009-2010 Regular Session**

SB 340  
Senator Yee  
As Amended April 2, 2009  
Hearing Date: April 14, 2009  
Business and Professions Code  
ADM:jd

**SUBJECT**

Advertising: Automatic Renewal Purchases

**DESCRIPTION**

This bill would require, in any automatic renewal offer, a business to clearly and conspicuously state the automatic renewal offer terms and obtain the customer's affirmative consent to those terms before fulfilling any subscription or purchasing agreement on an automatic renewal basis. This bill would also require all marketing materials to clearly and conspicuously display a toll-free telephone number, if available, telephone number, postal address, or electronic mechanism the customer could use for cancellation.

This bill would require the order form to clearly and conspicuously disclose that the customer is agreeing to an automatic renewal subscription or purchasing agreement.

This bill would impose similar requirements for any automatic renewal offer made over the telephone or on an Internet Web page.

(This analysis reflects author's amendments to be offered in committee.)

**BACKGROUND**

Current consumer protection statutes do not address automatic renewal clauses or provisions in subscriptions or purchasing agreements. Senate Bill 340 is intended to close this gap in the law.

When some businesses began using automatic renewals for subscriptions and purchase agreements for products and services, consumer complaints began to surface regarding those automatic renewals. Consumers complained that they were unaware of and had



not requested the automatic renewals until they either received a bill or a charge on their credit card.

An example of this problem is illustrated by the Time, Inc. (Time) case. After receiving numerous consumer complaints, the Attorneys General of 23 states, including California, launched an investigation into Time's automatic renewal subscription offers. In 2006, the investigation resulted in a settlement agreement between the Attorneys General and Time that includes a number of reforms to automatic renewals that Time sends to their customers. Those reforms include, among others, expanded disclosure requirements and customers' affirmative consent to automatic renewals. (See Comment 2 for details.)

### **CHANGES TO EXISTING LAW**

Existing law, the Unfair Competition Law (UCL), provides that unfair competition means and includes any unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising, and any act prohibited by the False Advertising Act (FAA). (Bus. & Prof. Code Sec. 17200 et seq.)

Existing law, the FAA, includes the following:

- prohibits any person with the intent, directly or indirectly, to dispose of real or personal property, to perform services, or to make or disseminate or cause to be made or disseminated to the public any statement concerning that real or personal property that is untrue or misleading and known or should be known to be untrue or misleading; and
- prohibits any person from making or disseminating any untrue or misleading statement as part of a plan or scheme with the intent not to sell that personal property or those services at the stated or advertised price. (Bus. & Prof. Code Sec. 17500.)

Existing law provides that any violation of the FAA is a misdemeanor punishable by imprisonment in the county jail not exceeding six months, or by a fine of \$2,500, or by both. (Bus. & Prof. Secs. 17500, 17534.)

Existing law provides that any person who violates any provision of the FAA is liable for a civil penalty not to exceed \$2,500 for each violation that must be assessed and recovered in a civil action by the Attorney General or by any district attorney, county counsel, or city attorney. (Bus. & Prof. Code Sec. 17536.)

Existing law provides that a person who has suffered injury in fact and has lost money or property as a result of unfair competition may bring a civil action for relief. (Bus. & Prof. Code Sec. 17204.)

Existing law provides for injunctive relief, restitution, disgorgement, and civil penalties. (Bus. & Prof. Code Secs. 17203, 17206.)



This bill would require all printed marketing materials containing an offer with an automatic renewal term to comply with the following: the customer's agreement to the automatic renewal offer must be obtained in accordance with either (1) or (2) below so that the customer is given the opportunity to expressly consent to the offer:

1. All automatic renewal offer terms must appear on the order form in immediate proximity to the area on the form where the customer selects the subscription or purchasing agreement billing terms or where the subscription or purchasing agreement billing terms are described; the order form must clearly and conspicuously disclose that the customer is agreeing to an automatic renewal subscription or purchasing agreement; and the automatic renewal offer terms must appear on materials that can be retained by the customer.
2. Both of the following:
  - a. on the front of the order form, the marketing materials must (i) refer to the subscription or purchasing agreement using the term "automatic renewal" or "continuous renewal," (ii) clearly and conspicuously state that the customer is agreeing to the automatic renewal, and (iii) specify where the full terms of the automatic renewal offer may be found; and
  - b. the marketing materials must clearly and conspicuously state the automatic renewal offer terms presented together preceded by a title identifying them specifically as the "Automatic Renewal Terms," "Automatic Renewal Conditions," "Automatic Renewal Obligations," or "Continuous Renewal Service Terms," or other similar description.

This bill would require all marketing materials that offer an automatic renewal, when viewed as a whole, to clearly and conspicuously disclose the material terms of the automatic renewal offer and must not misrepresent the material terms of the offer.

This bill would require an automatic renewal to clearly and conspicuously describe the cancellation policy and how to cancel, including, but not limited to, a toll-free telephone number, if available, telephone number, postal address, or electronic mechanism on the Internet Web page or on the publication page of the printed materials.

This bill would require, in any automatic renewal offer made over the telephone, a business to clearly and conspicuously state the automatic renewal terms prior to obtaining a customer's consent and payment information. The business must obtain a clear affirmative statement from the customer agreeing to the automatic renewal offer terms and must send a written acknowledgement that contains the toll-free number, if available, telephone number, postal address, or electronic mechanism for cancellation.

This bill would require, in any automatic renewal offer made on an Internet Web page, the business to clearly and conspicuously disclose the automatic renewal offer terms prior to the button or icon on which the customer must click to submit the order. In any automatic renewal offer made on an Internet Web page where the automatic renewal terms do not appear immediately above the submit button, the customer must be required to affirmatively consent to the automatic renewal offer terms. The automatic



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renewal terms must be preceded by a title identifying them as the “Automatic Renewal Terms,” “Automatic Renewal Conditions,” “Automatic Renewal Obligations,” “Continuous Renewal Service Terms,” or other similar description.

This bill would require, in any automatic renewal offer, a business to clearly and conspicuously state the automatic renewal offer terms and obtain the customer’s affirmative consent to those terms before fulfilling any subscription or purchasing agreement on an automatic renewal basis and all marketing materials that offer an automatic renewal subscription or purchasing agreement must clearly and conspicuously display the cancellation policy and how to cancel.

This bill would provide that no business may represent that a product is “free” if the cost of the product is incorporated in the price of the accompanying item purchased under automatic renewal conditions.

This bill would provide that a violation of the bill’s provisions would not be a crime, but all applicable civil remedies would be available.

This bill would define key terms, including “automatic renewal” and “automatic renewal terms.” (See Comment 4.)

### COMMENT

#### 1. Stated need for the bill

The author writes:

It has become increasingly common for consumers to complain about unwanted charges on their credit cards for products or services that the consumer did not explicitly request or know they were agreeing to. Consumers report they believed they were making a one-time purchase of a product, only to receive continued shipments of the product and charges on their credit card. These unforeseen charges are often the result of agreements enumerated in the “fine print” on an order or advertisement that the consumer responded to. The onus falls on the consumer to end these product shipments and stop the unwanted charges to their credit card.

A widespread instance of these violations resulted in the 2006 Time, Inc. case, in which Time settled a multi-state investigation into its automatic renewal offers and solicitations. The states launched their probe after receiving complaints from consumers that Time was billing them or charging their credit cards for unwanted magazine subscriptions. The states’ investigation found that these mail solicitations misled some consumers into paying for unwanted or unordered subscriptions.





SB 340 (Yee)

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2. Time's Assurance of Voluntary Compliance or Discontinuance (Assurance) with Attorneys General; SB 340 modeled after the Assurance

The Attorneys General of 23 states (States), including California, investigated Time's automatic renewal subscription offers. Time publishes over 150 magazines worldwide, including Time, People, Sports Illustrated, This Old House, Entertainment Weekly, Fortune, and Popular Science. Time required customers to notify it if they did not want a subscription renewal; otherwise Time charged customers' credit cards or billed customers. The automatic renewal terms replaced "the industry's prior practice of offering limited-term subscriptions that were renewed at the Customer's affirmative election." The States investigated:

[W]hether the [automatic renewal] terms were clearly and adequately disclosed; whether the Customer was given an opportunity to expressly consent to the offer; whether the Customer was likely to believe the purchase was for a limited-term subscription, rather than an automatically renewed subscription; whether Customers were subsequently informed of the activation of an Automatic Renewal, and, if so, the manner in which they were so informed; the manner by which Customers were billed or charged; and how Time sought to collect payments for charges resulting from an Automatic Renewal. (Matters Investigated set forth in the Assurance.)

As a result of the investigation, in 2006, the States reached a settlement agreement – the Assurance – with Time. In the Assurance, Time agreed to:

- provide clear and conspicuous disclosures to consumers concerning all the material terms for automatic subscription renewals and, for the next five years, provide consumers the option to affirmatively choose an automatic renewal option and Time will send those consumers who have chosen an automatic subscription renewal written reminders, including information on the right and procedure to cancel;
- honor all requests to cancel subscriptions as soon as reasonably possible and to provide refunds to consumers charged for magazines they did not order;
- stop mailing solicitations to consumers for subscriptions that resemble bills, invoices, or statements of amounts due; and
- not submit unpaid accounts of automatic renewal customers for third party collection.

Time also agreed to refund to customers up to \$4.3 million, which included up to \$828,463 to 20,238 eligible California consumers, approximately \$41 per consumer. Senate Bill 340 is modeled in large part after the Assurance.

3. Remedies available under the bill

Senate Bill 340 would provide that a violation of its provisions would not be a crime, but all applicable civil remedies would be available.



Under the FAA, any person who violates any provision of the FAA is liable for a civil penalty not to exceed \$2,500 for each violation that must be assessed and recovered in a civil action by the Attorney General or by any district attorney, county counsel, or city attorney. Under the UCL, a private party may bring a civil action for injunctive relief and/or for restitution of profits that the defendant unfairly obtained from that party. However, the party must have suffered injury in fact and lost money or property.

#### 4. Key terms defined

This bill would define the following key terms:

- a. "Automatic renewal" would mean a plan or agreement in which a subscription or purchasing agreement is automatically renewed at the end of a definite term for a subsequent term.
- b. "Automatic renewal offer terms" would mean the following clear and conspicuous disclosure:
  - that the subscription or purchasing agreement will continue unless the customer notifies the business to stop;
  - that the customer has the right to cancel;
  - that the customer will be billed, credit card charged, or other appropriate description of the payment method depending on the method described to the customer, or chosen by the customer on the front of the order form, and that the bill, charge, or other payment method will take place before the start of each new automatic renewal term;
  - the length of the automatic renewal term or that the renewal is continuous, unless the length of the term is chosen by the customer;
  - that the price paid by the customer for future automatic renewal terms may change; and
  - the minimum purchase obligation, if any.
- c. "Clear and conspicuous" or "clearly and conspicuously" would mean a statement or communication, written or oral, presented in a font, size color, location, and contrast against the background in which it appears, compared to the other matter which is presented, so that it is readily understandable, noticeable, and readable.
- d. "Marketing materials" would include any offer, solicitation, script, product description, publication, or other promotional materials, renewal notice, purchase order device, fulfillment material, or any agreement for the sale or trial viewing of products that are delivered by mail, in person, television or radio broadcast, e-mail, Internet, Internet Web page, or telephone device, or appearing in any newspaper or magazine or on any insert thereto, or Internet link or pop-up window.

#### 5. Recording of telephone automatic renewal offers

Assembly Bill 88 (Corbett, Ch. 77, Stats. 2003) incorporated into state law a rule adopted by the Federal Trade Commission intended to protect consumers from "abusive" telemarketing practices. The rule requires, among other things, that telemarketers make



SB 340 (Yee)

Page 7 of 7

and maintain an audio recording of all telephone solicitations. (Telemarketing Sales Rule, 16 C.F.R. Part 310, 310.4(a)(6)(i), and 310.5(a)(5), effective March 31, 2009.)

The author may want to consider requiring that telephone automatic renewal offers be audio recorded and that the recording be maintained.

6. Author's amendments

On page 3, line 17, insert:

(c) "Continuous renewal" means a plan or arrangement in which a subscription or purchasing agreement is continuously renewed until the customer cancels the renewal.

On page 3, line 19, delete (c) and insert (d).

On page 3, line 34, delete (d) and insert (e).

On page 3, line 36, delete (e) and insert (f).

On page 4, line 4, insert (f).

On page 4, line 5, insert:

(g) All automatic renewal provisions in this article shall apply to continuous renewals.

Support: California Public Interest Research Group; Consumer Federation of California; American Federation of State, County and Municipal Employees; California Alliance for Consumer Protection

Opposition: None Known

**HISTORY**

Source: Author

Related Pending Legislation: None Known

Prior Legislation: None Known

\*\*\*\*\*



Exhibit 2

SB 340

Page 1

Date of Hearing: June 30, 2009

## ASSEMBLY COMMITTEE ON JUDICIARY

Mike Feuer, Chair

SB 340 (Yee) – As Amended: June 24, 2009

## PROPOSED CONSENT (As Proposed to be Amended)

SENATE VOTE: 37-0SUBJECT: AUTOMATIC RENEWAL AND CONTINUOUS SERVICE OFFERS

KEY ISSUE: SHOULD A BUSINESS THAT MARKETS A PRODUCT WITH AN "AUTOMATIC RENEWAL OFFER" BE REQUIRED TO CLEARLY AND CONSPICUOUSLY DISCLOSE RENEWAL TERMS AND CANCELLATION POLICIES, AND TO OBTAIN THE CUSTOMER'S AFFIRMATIVE CONSENT TO AN AUTOMATIC RENEWAL?

FISCAL EFFECT: As currently in print this bill is keyed non-fiscal.

**SYNOPSIS**

*This non-controversial bill, which received a unanimous vote on the Senate floor, seeks to protect consumers from unwittingly consenting to "automatic renewals" of subscription orders or other "continuous service" offers. According to the author and supporters, consumers are often charged for renewal purchases without their consent or knowledge. For example, consumers sometimes find that a magazine subscription renewal appears on a credit card statement even though they never agreed to a renewal. Indeed, this problem led 23 state attorneys general to launch an investigation of Time, Inc., in response to claims that the company used deceptive practices in signing up customers for automatic subscription renewals. As part of a settlement of this dispute, Time agreed to institute new practices so that customers are fully aware of and affirmatively consent to automatic renewals. This bill, following the lead of the Times' settlement, would require that renewal terms and cancellation policies be clearly and conspicuously presented to the consumer, whether the offer is made on printed material or through a telephone solicitation. In addition, the bill would require that the consumer make some affirmative acknowledgement before an order with an automatic renewal can be completed. Finally, the bill specifies that violation of the bill's provisions do not constitute a crime. The author has worked closely with affected business interests and has made several amendments that appear to address all stakeholders' concerns. There is no registered opposition to the bill.*

SUMMARY: Requires any business making an "automatic renewal" or "continuous service" offer to clearly and conspicuously, as defined, disclose terms of the offer and obtain the consumer's affirmative consent to the offer. Specifically, this bill:

- 1) Makes it unlawful for any business making an automatic renewal offer or a continuous service offer to a consumer to do any of the following:



- a) Fail to present the offer terms in a clear and conspicuous manner, as defined, before the subscription or purchasing agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer.
  - b) Charge the consumer's credit or debit card or the consumer's account with a third party for an automatic renewal or continuous service offer without first obtaining the consumer's affirmative consent.
  - c) Fail to provide automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer. If the offer includes a free trial, the business shall disclose how to cancel and allow the consumer to cancel before the consumer pays for the goods or services.
- 2) Requires a business making automatic renewal or continuous service offers to provide a toll-free telephone number, electronic mail address, a postal address if the seller directly bills the customer, or another cost-effective, timely, and easy-to-use mechanism for cancellation that shall be described in the written acknowledgment.
  - 3) Specifies that in the case of a material change in the terms of an automatic renewal or continuous service offer that has been accepted by the consumer, the business shall provide the consumer with a clear and conspicuous notice of the material change and provide information regarding how to cancel in a manner that is capable of being retained by the consumer.
  - 4) Specifies that the requirements of this bill shall only apply to the completion of the initial order for the automatic renewal or continuous service, except as provided.
  - 5) Provides that in any case in which a business sends any goods, wares, merchandise, or products to a consumer, under a continuous service or automatic renewal, without first obtaining the consumer's affirmative consent, in the manner required by this bill, then the goods, wares, merchandise, or products shall be deemed an unconditional gift to the consumer, and the business shall bear any shipping or other related costs.
  - 6) Provides that violation of the provisions of this bill shall not be a crime, but that all civil remedies that apply to a violation may be employed. Specifies, however, that if a business complies with the provisions of this bill in good faith, it shall not be subject to civil remedies.
  - 7) Exempts from the provisions of this bill any service provided by certain businesses or entities, including those regulated by the California Public Utilities Commission, the Federal Communication Commission, or the Federal Energy Regulatory Commission.

#### EXISTING LAW:

- 1) Provides, under the Unfair Competition Law (UCL), that unfair competition includes any unlawful, unfair, or fraudulent business act or practice, including any unfair, deceptive, or untrue advertising, or any act prohibited by the False Advertising Act (FAA). (Business & Professions Code Section 17200 *et seq.*)
- 2) Prohibits any person with the intent, directly or indirectly, to sell any goods or services by making or disseminating statements that the person knows, or should know, to be untrue or misleading, and prohibits any person from making or disseminating any untrue or misleading



statement as part of a plan or scheme to sell goods or services at other than the stated or advertised price. (Business & Professions Code section 17500.)

- 3) Provides that any violation of the FAA is a misdemeanor. (Business & Professions Code sections 17500, 17534.)
- 4) Provides that any person who violates any provision of the FAA is liable for a civil penalty not to exceed \$2,500 for each violation that must be assessed and recovered in a civil action by the Attorney General or by any district attorney, county counsel, or city attorney. (Business & Professions Code section 17536.)
- 5) Provides that a person who has suffered injury in fact and has lost money or property as a result of unfair competition may bring a civil action for relief. (Business & Professions Code section 17204.)
- 6) Provides for injunctive relief, restitution, disgorgement, and civil penalties for FAA violations. (Business & Professions Code sections 17203, 17206.)

COMMENTS: This non-controversial bill is a response to reported consumer complaints that certain businesses, especially those offering magazine subscriptions or other potentially continuous services, lure customers into signing up for "automatic renewals" without the consumer's full knowledge or consent. This bill seeks to address this problem by requiring clear disclosures and affirmative acts of customer consent. The author states:

It has become increasingly common for consumers to complain about unwanted charges on their credit cards for products or services that the consumer did not explicitly request or know they were agreeing to. Consumers report they believed they were making a one-time purchase of a product, only to receive continued shipments of the product and charges on their credit card. These unforeseen charges are often the result of agreements enumerated in the 'fine print' on an order or advertisement that the consumer responded to. The onus falls on the consumer to end these product shipments and stop the unwanted charges to their credit card.

As noted in the author's background material, this bill was prompted in part by an investigation brought by the attorneys general of 23 states, including California, against Time, Inc. The investigations found that subscribers to several magazines published by Time, Inc. were discovering that their subscriptions were automatically renewed even though the customers claimed that they had never knowingly consented to the renewals. In 2006, the investigation resulted in a settlement agreement between the Attorneys General and Time that requires Time to more clearly disclose renewal terms and ensure that the consumer take some affirmative step to acknowledge consent or rejection of the automatic renewal offer. According to the author, the specific disclosure and consent requirements in this measure are modeled after, though not identical to, those set forth in the Time settlement.

ARGUMENTS IN SUPPORT: According to the California Public Interest Research Group (CALPIRG), "this bill will help ensure that consumers only get into an ongoing subscription if they want to." According to the Consumer Federation of California, this measure will curb deceptive marketing practices that are used to sell everything from magazine subscriptions to "free trial" offers that lock consumers into an ongoing purchase agreement. Supporters generally



SB 340

Page 4

contend that this is a straightforward measure reflecting the basic premise that consumers deserve to know the terms and conditions to which they are agreeing.

Author's Technical Amendments: The author wishes to take the following technical and clarifying amendments:

- On page 4 after line 9 insert:

*(e) "Consumer" means any individual who seeks or acquires, by purchase or lease, any goods, services, money, or credit for personal, family, or household purposes.*

- On page 4 line 32 and on page line 16 change "customer" to "consumer"

PRIOR LEGISLATION: AB 88 (Chapter 77, Stats. of 2003) provides that a contract for a good or service that is made in connection with a telephone solicitation is unlawful if the telemarketer is in violation of a recent Federal Trade Commission (FTC) rule requiring that the seller obtain specified information and express consent directly from the consumer and, under certain circumstances, maintain a recording of the call. (This present bill would similarly require that automatic renewal offers made over the telephone comply with federal telephonic marketing regulations.)

REGISTERED SUPPORT/OPPOSITION:

Support:

California Alliance for Consumer Protection  
California Public Interest Research Group (CALPIRG)  
Consumer Federation of California

Opposition:

None on file

Analysis Prepared by: Thomas Clark / JUD. / (916) 319-2334





Exhibit 3

9/8/22, 4:57 PM

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WELCOME TO



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[SIGN UP TODAY](#)

9/8/22, 4:57 PM

UFC Fight Pass



SCHEDULE

PPV

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SIGN-UP

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Every week is fight week with UFC Fight Pass! Watch the best and most exciting combat sports events from around the world from Lethwei to MMA.



### ORIGINALS

Best-in-class original programming providing the most compelling storytelling and memorable moments across all of combat sports.



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Exclusive access to the world's largest MMA library, including legendary fights and events from UFC, PRIDE, Invicta FC, Strikeforce, and WEC.

### IMMERSE YOURSELF

## CHOOSE YOUR UFC FIGHT PASS PLAN

**MOST POPULAR**

9/8/22, 4:57 PM

UFC Fight Pass



SCHEDULE

PPV

LOG IN

SIGN-UP

9.99  
USD

Access to exclusive prelims for all PPV events, the entire UFC Fight Library, live martial arts events from around the world and exclusive original series and shows.

- Over 1,000 hours of live combat sports action from around the globe
- Recurring payment of \$9.99 per month

SELECT

99.99  
USD

Access to exclusive prelims for all PPV events, the entire UFC Fight Library, live martial arts events from around the world and exclusive original series and shows

- Over 1,000 hours of live combat sports action from around the globe
- Recurring payment of \$95.99 every year

SELECT

*Subscription will auto-renew unless cancelled prior to the applicable renewal*

9/8/22, 4:57 PM

UFC Fight Pass



SCHEDULE

PPV

LOG IN

SIGN-UP

ANYTIME. ANYWHERE. ANY DEVICE.



9/8/22, 4:57 PM


UFC Fight Pass

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Exhibit 4



UFC  
FIGHT PASS

1

SELECT A PLAN

2

CREATE LOGIN

3

CHECKOUT

SIGN IN

Monthly

US\$9.99 / Month

Access to exclusive prelims for all PPV events, the entire UFC Fight Library, live martial arts events from around the world and exclusive original series and shows.

✓ Over 1,000 hours of live combat sports action from around the globe.

✓ Monthly subscription, cancel anytime

SELECT LICENCE

Annual

US\$95.99 / Year

Access to exclusive prelims for all PPV events, the entire UFC Fight Library, live martial arts events from around the world and exclusive original series and shows.

✓ Over 1,000 hours of live combat sports action from around the globe

✓ Save 20% when compared to the monthly subscription. Recurring payment of \$95.99 every year

SELECT LICENCE



Exhibit 5

UFC

FIGHT PASS

✓

SELECT A PLAN

2

CREATE LOGIN

3

CHECKOUT

SIGN IN

EN

CREATE ACCOUNT

Email \*

Full Name \*

BILLING ADDRESS

Country \*

United States

Zip Code \*

1

State

Address line 1

Password \*

Confirm Password \*

ORDER SUMMARY

MONTHLY

US\$9.99

Access to exclusive prelims for all PPV events, the entire UFC Fight Library, live martial arts events from around the world and exclusive original series and shows

✓ Over 1,000 hours of live combat sports action from around the globe

✓ Monthly subscription, cancel anytime

Tax Calculated At Checkout

Exhibit 6

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SUBMIT

Exhibit 7



MENU ▾



PAGE

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The UFC® reserves the right to block access to any online event to any regions or territories at the UFC®'s discretion and for any reason. Blackout restrictions may apply.

Under this agreement, the payment processing services for the Service will be provided by NeuLion Limited, on behalf of UFC®, depending on the type of payment methods used for the purchase of the Services.

We have contracted with NeuLion, Inc. to provide services that provide You (the subscriber who pays a fee) with the ability to access and view our content. The payment processing relating to the ability to view the content for those subscribers in Europe will be provided by NeuLion, Limited. (NeuLion, Limited and NeuLion, Inc. are collectively referred to herein as "NeuLion".) NeuLion's Terms of Use and Privacy Policy are available at [www.neulion.com](http://www.neulion.com). Payment for the ability to view our content is made to NeuLion, on our behalf, based upon the subscription plan that you sign up for. The subscription fee will be processed through NeuLion and will be processed in a secure manner by a third party payment services provider retained by NeuLion. Questions concerning payment processing for subscribers in Europe can be addressed via live chat, email at [Support@UFC.TV](mailto:Support@UFC.TV) or NeuLion, Limited, located at 69 Wilson Street, 2nd Floor, London EC2A 2BB, United Kingdom or NeuLion, Inc., located at 1600 Old Country Road, Plainview, NY 11803.

### **Online Pay Per View is for residential use only.**

Commercial locations in the United States are required to license the Pay Per View from our commercial distributor Joe Hand Promotions, Inc., 407 E. Pennsylvania Blvd., Feasterville, PA 19053. Commercial locations in English Canada are required to license the Pay Per View from our commercial distributor Premium Sports Broadcasting, Inc., 650 Columbia Street New Westminster, BC V3M 1A9. Commercial locations in Australia are required to license the Pay Per View from our commercial distributor FOXTEL. Commercial locations in New Zealand are required to license the Pay Per View from our commercial distributor SKY.

### **Refunds.**

In order to provide the highest customer satisfaction possible, we will refund the purchase price paid for any Subscription Product, as follows:

## MENU

your access to such Subscription Product is cancelled by you within five (5) days of the purchase date, we will make a reasonable effort to refund to the credit card you used to subscribe to such Subscription Product an amount equal to the total amount you paid for access to the Subscription Products in the current term of your subscription less the amount of a Weekly Pass for such Subscription Product. If your access to such Subscription Product is cancelled by you after five (5) days of the purchase date, you will not be eligible for a refund.

- Your access to the Subscription Product is cancelled by us at any time, we will make a reasonable effort to refund to the credit card you used to subscribe to such Subscription Product a prorated amount equal to the total amount you paid for access to the Subscription Product in the current term of your subscription times the fraction of the term of your subscription that remains on the date of termination, except if we allege that you have violated the Terms of Use, in which case you will not be eligible for a refund.
- If you have purchased a Subscription to any Subscription Product you will not be entitled to any refund if your access to the Subscription Product is terminated.
- If we are unable to post a refund to your credit card, including because your credit card account is closed or otherwise unavailable when we attempt to post the refund, or if we allege that you have violated the Terms of Use, you agree that you will forfeit the amount due to you (if any) under this paragraph. Please note that we may not be able to post refunds for subscriptions that are paid for through the use of "single use" credit card numbers or similar "disposable" payment methods. We recommend that you do not use these payment methods to pay for your subscription to the Services; if you choose to use them despite our recommendation, you do so at the risk that we may not be able to provide you with a refund under this paragraph.
- Our reasonable effort to provide you with a refund, as described above, will be your exclusive remedy if you or we terminate your access to the Services, including in the event that you claim we breached our obligations to you.

By accepting this Agreement, you agree that we may notify you about changes to prices and/or the Subscription Products by sending an e-mail message to your e-mail address on file with us and by publishing such notices from time to time on the informational page(s) of the Site. It is your responsibility to notify us of any change in your e-mail address by logging in to the Site and using the online account management tool. If your e-mail service includes functionality or software that catalogues your e-mails in an automated manner, it is your responsibility to ensure that those e-mails we send to you reach your inbox, either by routinely monitoring your bulk, junk and/or spam e-mail folders or by adding us to your address book or safe senders list.

### Deactivation/termination of your registration

## MENU

further obligation of any kind whatsoever to you or any other party.

### Account Termination Policy

UFC® will terminate a user's access to the Service if, under appropriate circumstances, the user is determined to be in violation of the Terms of Use, at any time, without prior notice and in its sole discretion.

### General Use of the Service – Permission and Restrictions.

UFC® hereby grants you permission to access and use the Service as set forth in these Terms of Service, provided that:

- You agree not to distribute in any medium any part of the Service or the Content without UFC®'s prior written authorization.
- You agree not to alter or modify any part of the Service.
- You agree not to access Content through any technology or means other than the video playback pages of the Service itself or other explicitly authorized means UFC® may designate.
- You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Service in a manner that sends more request messages to the UFC® servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. UFC® reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Service, nor to use the communication systems provided by the Service (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their Content.
- In your use of the Service, you will comply with all applicable laws.
- UFC® reserves the right to discontinue any aspect of the Service at any time.

You may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works, transmit, or in any way exploit any part of this website, except that you may access and display material and all other content displayed on this website for non-commercial, personal, entertainment use on a single computer only. Without limited the generality of the foregoing, you may not distribute any part of this website over any network, including a local area network, nor sell or offer it for sale. In addition, these files may not be used to construct any kind of database. Also, decompiling, reverse engineering, disassembling, or otherwise reducing the code used in any software on this website into a

## MENU

### Warranty Disclaimer.

You agree that your use of the services shall be at your sole risk. To the fullest extent permitted by law, UFC®, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the services and your use thereof. UFC® makes no warranties or representations about the accuracy or completeness of this site's content or the content of any sites linked to this site and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our services, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from our services, (iv) any bugs, viruses, trojan horses, or the like which may be transmitted to or through our services by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the services. UFC® does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the services or any hyperlinked services or featured in any banner or other advertising, and UFC® will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

### Limitation of Liability.

In no event shall UFC®, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our services, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from our services, (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our services by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the services, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that UFC® shall not be liable for content or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely



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makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

### **Indemnity.**

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless UFC®, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; or (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. This defense and indemnification obligation will survive these Terms of Service and your use of the Service, (iv) any bugs, viruses, trojan horses, or the like which may be transmitted to or through our services by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the services. UFC® does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the services or any hyperlinked services or featured in any banner or other advertising, and UFC® will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

### **Submissions and Postings.**

UFC® does not accept unsolicited submissions of concepts, creative ideas, suggestions, stories, merchandise, or other potential content. This is to avoid the possibility of future misunderstanding when projects developed by UFC® staff or representatives might seem to others to be similar to the submitted concepts, creative ideas, suggestions, stories or other potential content. Therefore, please do not send UFC® any unsolicited submissions.

To the extent that use of the website provides you or other users an opportunity to post and exchange information, content, ideas and opinions ("Postings"), be advised that UFC® does not screen, edit, or review Postings prior to their appearance on the website or elsewhere, and Postings do not necessarily reflect the views of UFC®. To the fullest extent permitted by applicable laws, UFC® excludes all responsibility and liability for the Postings or for any losses or expenses resulting from their use and/or appearance on the website or elsewhere. You hereby represent and warrant that you have all necessary

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In any event, no material you send to us will be treated as confidential and may be used by Zuffa and third parties for any and all purposes.

### **Moderation/Monitoring.**

UFC® shall have the right, but not the obligation, to monitor any Postings or other material on UFCFIGHTPASS.com. UFC® shall have the right in its sole discretion to edit, refuse to post or remove any material submitted or posted to UFCFIGHTPASS.com. Without limiting the foregoing, UFC® shall have the right to remove any material that UFC®, in its sole discretion, finds to be in violation of this Agreement or otherwise objectionable.

### **Assignment.**

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by UFC® without restriction.

### **Applicable Law and Jurisdictional Matters.**

You agree that: (i) the Service shall be deemed solely based in Nevada; and (ii) These Terms of Service shall be governed by the internal substantive laws of the State of Nevada, without respect to its conflict of laws principles. Any claim or dispute between you and UFC® that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Clark County, Nevada. The parties all consent to the jurisdiction of such courts agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it. These Terms of Service, together with the [Privacy Notice](#) and any other legal notices published by UFCFIGHTPASS.com on the Service, shall constitute the entire agreement between you and UFC® concerning the Service.

YOU AND UFC® AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

### **Severability.**

If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service

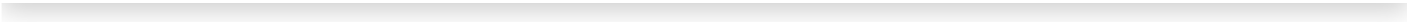
**MENU**

it is your responsibility to review these Terms of Service for any changes. Your use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms.

**IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY ALL OF THE FOREGOING TERMS PLEASE DO NOT ACCESS AND/OR USE THE WEBSITE.**

**UFC**[The Sport](#)[UFC Foundation](#)[Careers](#)[Store](#)**SOCIAL MEDIA**[IRL](#)[Facebook](#)[Instagram](#)[TikTok](#)[Twitch](#)[Twitter](#)[YouTube](#)**HELP**[Fight Pass FAQ](#)[Devices](#)[Press Credentials](#)**LEGAL**[Terms](#)[Privacy Policy](#)[Ad Choices](#)[Do Not Sell My Personal Information](#)

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Exhibit 8



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PAGE

# PRIVACY POLICY

Effective Date: December 30, 2019

## What's New?

- We've added more detail in what data we collect, how we use your data, and who we share it with.
- We've updated our policy to include new rights to opt out of the sale of your data under applicable laws.
- We've included additional information about rights of some customers under new California laws relating to data privacy.

## UFC PRIVACY POLICY

We are UFC and we know that our fans are a key part of what makes the UFC community successful. Our commitment to our fans includes handling data responsibly.

This Privacy Policy describes how we use the data we collect from you through our digital properties ("Site"), when you buy a ticket or other merchandise from us online, when you view UFC programming on one of our online channels (including UFC FIGHT PASS and UFC.tv), when you attend our events in person, and when you otherwise interact with UFC marketing, contests, sweepstakes, and surveys (collectively our "Services").

Please read this Privacy Policy carefully to understand how we will treat your information.

**MENU**[WHO WE ARE](#)[HOW WE COLLECT INFORMATION ABOUT YOU](#)[INFORMATION WE COLLECT AND HOW WE USE IT](#)[DISCLOSURE OF YOUR INFORMATION](#)[MARKETING AND ADVERTISING](#)[SOCIAL SHARING FEATURES](#)[DO NOT TRACK](#)[STORAGE AND TRANSFER OF INFORMATION](#)[CHILDREN](#)[OPTING OUT OF THE SALE OF YOUR PERSONAL INFORMATION](#)[YOUR CALIFORNIA PRIVACY RIGHTS](#)[SECURITY](#)[LINKS TO THIRD PARTY WEBSITES](#)

## MENU

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### WHO WE ARE

We are UFC, including our main company Zuffa, LLC and affiliated entities. We are also part of Endeavor and share data with its affiliated entities ("Endeavor"). If you would like a list of relevant entities, please submit an [Information Request to the Privacy Team](#).

Like any company, we use a variety of third party businesses and partners to market and provide our Services to you. Some of those companies are part of Endeavor and some are third parties that we partner with or support our operations so we can provide the best experience to you.

### HOW WE COLLECT INFORMATION ABOUT YOU

#### Directly From You

You may provide us with personal information in a number of ways, such as when you:

- - Provide information to us via our websites, applications, and other digital channels by signing up, creating accounts (including using social media login), filling out forms, commenting, or otherwise engaging with our online services;
- - Communicate with us by e-mail or phone;
- - Subscribe to e-mails and/or newsletters;
- - Report a problem or request support for any of our Services;



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- - Subscribe to UFC content online at UFC FIGHT PASS, UFC.tv, and other online official video or streaming partners; and
- - Attending any UFC event (e.g. ticket scanning, CCTV, and other on location interactions you may have with us.

### Information We Collect From Other Sources

We work closely with third parties (for example, technical service providers, ticketing providers, promotions companies, advertising networks, analytics providers, and search information providers) and may receive information about you from them. Depending on the relationship and activity, they will provide us with certain information that will help us understand how you interact with UFC Services so we can tailor our marketing and provide better, more personalized Services to you. In some cases, third parties also provide us with information that helps us keep track of transactions, address technical or logistical issues, prevent fraud, or keep our UFC community safe from security threats.

We may also receive and display information and content which you make publically available on your social media account when you use social media logins for our Services or interact with any of our content (such as contests).

Some of our key partners and service providers who may provide us with personal information about you are:

- - - Media and digital content partners, who we partner with to share exclusive content, including PPV packages of UFC events;
  - - E-commerce platforms and service, which provide UFC merchandise to UFC fans around the world;
  - - Ticket sellers around the world who sell tickets to UFC events; and
  - - Venues which host UFC events and provide various marketing, advertising, customer support, and security services related to UFC events.

We may also receive and display information and content which you make publically available on your social media account, such as when you post using one of our promoted hashtags.

### INFORMATION WE COLLECT AND HOW WE USE IT

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### sharing

To provide and	Customer service partners
Improve the Services	Marketing sponsors and partners
Personalization of the Services	Ad networks
Customer support	E-Commerce vendors
Marketing and targeted advertising	Endeavor
Security and fraud prevention	Analytics services

E-Commerce vendors

To provide the ServicesPayment providers

To sell you merchandise, tickets, or UFC content

Fraud and cybersecurity companies

Endeavor

To provide and improve the Services

Endeavor

Analytics services

Personal and online identifiers (such as first and last name, email address, phone number, usernames, or unique online identifiers)

Directly from you

Marketing partners

Financial Account Information (such as credit card numbers, bank account information, Paypal account information)

Directly from you

Payment providers

E-Commerce vendors

Customer Profile Information (such as race, gender, age range, income range, ad demographics)

Directly from you

Marketing partners

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Direct marketing

Marketing sponsors and

Targeted advertising partners

Analytics

Research and  
development

Security and fraud  
prevention

To Provide and  
Improve the Services Endeavor

Customer Support Analytics services

Analytics Technology service providers

Research and  
Development E-Commerce Vendors

To Provide and  
Improve the Services Endeavor  
Analytics services

Customer Support

Transactional Information

Directly from you

E-Commerce vendors

Communications with you (such as customer  
support messages, emails, social media posts)

Directly from You  
Customer support partners

## MENU

Customer Service Partners

Endeavor

Technology service providers

Analytics services

Ad networks

Online Activity Information (such as browsing history, search history, interactions with a website, email, application, or advertisement)

Directly from You

Cookies and similar technologies

Marketing partners

Advertising networks

Third party data providers

To Provide and Improve the Services

Personalization of the Services

Direct marketing

Targeted advertising

Non-Precise Geolocation information (such as zip or area code, state, country)

Directly from you

Cookies and similar technologies

Marketing sponsors

Technology service providers

Ad networks

To provide and improve the Services to you

Personalization of the Services

Fraud and cybersecurity

Direct marketing

Targeted advertising

Endeavor affiliates

Ad networks

Technology service providers

Marketing sponsors

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	Directly from you (such as when you interact with certain apps at our events)	Personalization of the services	Endeavor
Sensory information (such as audio, electronic, visual, or similar information)	Technology service providers (such as apps and third party analytics platforms activating services at our events)	Enhancing live event experiences	Technology services providers
		Research and development	
		To Provide and improve the Services	Endeavor
	Endeavor	Personalization of the Services	Ad networks
Inferences drawn from the above information about your predicted characteristics and preferences	Third party data providers	Direct marketing	Marketing sponsors
	Marketing sponsors	Targeted advertising	Technology service providers
		Analytics	Analytics companies
Other information about you that is linked to the personal information above	Directly from you	To Provide and Improve the Services	Endeavor
	Endeavor	Personalization of the Services	Ad networks
	Third party data providers		Marketing sponsors
	Marketing sponsors.		

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We may also use the information we have about you:

- - - as necessary if we believe there has been a breach of the [Terms of Use](#) or the rights of any third party, or
  - - to comply with legal and/or regulatory requirements.

We combine information we receive from other sources with information you give to us and information we collect about you. We use this combined information for the purposes set out above.

**DISCLOSURE OF PERSONAL INFORMATION**

We do share data with third parties, including event sponsors and Endeavor, and the other categories of partners as listed above. Some of these disclosures of data may be constitute a sale of data under some data privacy laws. Accordingly, we offer the option for you to opt out of the sale of your personal information, as further set forth below.

We may share your personal information with Endeavor and with selected third parties including:

- - business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you in order to provide you with a product or service;
- - business partners, suppliers and sub-contractors to provide you with information about promotions and offers;
- - advertisers, advertising networks and social networks that require the data to select and serve relevant advertisements to you and, in some cases, to others. For more information on how we use personal information for targeted advertising, see below; and
- - analytics and search engine providers that assist us in the improvement and optimization of the Service.

We may disclose your personal information to third parties:

**MENU**

- - if we are under a duty to disclose or share your personal information in order to comply with any legal obligation, or in the event of an emergency, or in order to enforce or apply our [Terms of Use](#) and other agreements, or to protect the rights, property, or safety of UFC, Endeavor, our customers, clients or others; and
- - to any other third party not covered in this policy with your prior consent.

**MARKETING AND ADVERTISING****Targeted Advertising**

We use your personal information to tailor our marketing and advertising efforts. To do this, we provide your information to third party advertising networks (such as Google Doubleclick) and social media companies (such as Facebook). When we provide data to agencies, ad networks, and other parties for targeted advertising, we do not provide them with your name, financial information, or any sensitive information (such as an government ID or date of birth, if we have collected that). We use online identifiers such as email, cookie addresses, and device identifiers to help us provide targeted advertising to you and others like you. We may also use aggregate information to help advertisers reach the kind of audience they want to target. We may make use of the personal information we have collected from you to enable us to display advertisements to target audiences;

To opt out of targeted advertising, you may use the following links provided by third parties that manage opt outs for some ad networks:

<http://preferences-mgr.truste.com>,  
[http://www.networkadvertising.org/managing/opt\\_out.asp](http://www.networkadvertising.org/managing/opt_out.asp)  
<http://www.aboutads.info/>  
<https://policies.google.com/privacy/partners>

**MENU**

mailing lists, purchase a ticket or UFC merchandise, or subscribe to UFC content online. If you provide us with your email address in order to receive communications, you can opt out at any time by using the unsubscribe links at the bottom of our emails.

**Mobile Notifications**

With your consent, we may send promotional and non-promotional push notifications or alerts to your mobile device. You can deactivate these messages at any time by changing the notification settings on your mobile device.

**SOCIAL SHARING**

You may be able to use social sharing features and other integrated tools on the Site such as the Facebook "Like" button. These features and tools may permit you to share actions you take on our Service with other media, and vice versa. Your use of such features enables the sharing of information with your friends or the public, depending on the settings you establish with the service that provides the social sharing feature. Please remember, though, that use of the information you share on social media sites will be governed by the privacy policies of the social media provider, and we are not responsible for how they treat the information.

**COOKIES**

We and trusted third parties use cookies and similar technologies on the Site to collect and process personal information. For more information, please see our [Cookie Notice](#).

**DO NOT TRACK**

Some web browsers may transmit "do-not-track" signals to the websites with which the user communicates. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether you intend for these signals to be transmitted, or whether you even are aware of them. Because there currently is no industry standard concerning what, if anything, websites should do when they receive such signals, we currently do not take action in response to these signals.



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where your information will likely be stored and processed. Your information may be disclosed in response to inquiries or requests from government authorities or to respond to legal process in the countries in which we operate and/or store your information.

**CHILDREN**

We do not knowingly collect information from children who are under 13 years old. If you are a parent or guardian of a child who is 13-16 years old and using our Services, please send us an email at [dataprivacy@ufc.com](mailto:dataprivacy@ufc.com) to opt in or request deletion of any personal information we may have collected about the child. If you are a parent or guardian of a child who is under 13 years old and using our Services, please contact us to arrange for deletion of any personal information we may have collected about the child.

**OPTING OUT OF THE SALE OF YOUR PERSONAL INFORMATION**

WE DO NOT SELL YOUR PERSONAL INFORMATION FOR MONEY.

However, sometimes we share your data with sponsors, vendors, Endeavor, and third party advertising networks. These transfers, which are used to provide you with certain Services and/or to more effectively provide you with personalized Services (including advertising), can be deemed a sale under some data privacy laws.

You may opt out of the sale of your personal information by clicking on the Do Not Sell My Personal Information button on our site or calling 1-866-983-0571. You will be asked to provide certain information to us in order to exercise this option so we can verify your identity and locate your records with us.

Please note that your decision to opt out of the sale of your personal information may impact the availability and quality of some of the Services provided to you. For example, if you choose to opt out of the sale of your personal information with regard to UFC FIGHT PASS, your account will need to be suspended because the service relies on certain data to function.

**CALIFORNIA PRIVACY RIGHTS**

## MENU

- - **Information about You:** You may ask for us to state what categories of personal information about you we have, and the categories of sources from which we collect your personal information;
- - **Receive a Copy of Your Data:** You may request the categories and specific pieces of information (if any) we have about you, the categories of personal information that we have disclosed about you for a business purpose, and the categories of third parties with which we have shared personal information in the previous 12 months.
- - **Delete Your Data:** You may request that we delete the personal information we have collected from you.
- - **Do-Not-Sell:** You may opt out of our sale(s) of your personal information, as “sale” is defined by California law. Please see above for more information.
- - **Non-Discrimination:** California law prohibits discrimination against you for exercising your privacy rights..

Note: Where certain technologies rely on your data to provide the Services, the absence of that data may impact the operation of the Services.

**How to Exercise Your Rights.** To exercise any of the above rights, please follow the instructions below:

- - By phone at 1-866-983-0571
- - Online by using this [webform](#)

If you have an online account with UFC FIGHT PASS, you may also exercise your rights through the menu options available to you in the account settings.

If you have any other request you wish to submit to the UFC Privacy Team, you may email us at [dataprivacy@ufc.com](mailto:dataprivacy@ufc.com).

**Verification Process and Required Information.** All requests must be verified. Some requests, including receiving a copy of your data or requests made by an agent claiming to be acting on your behalf, are subject to heightened requirements. If we cannot verify your identity based on the information provided, a request for a copy of your data shall be treated as a request for information and if we cannot verify your identity, a request to delete personal information may be treated as a request to opt-out of the sale of personal information.

**MENU****SECURITY**

We use a variety of administrative, physical, and technology solutions, including engaging with qualified cybersecurity companies, to protect your information from unauthorized access, loss, or misuse. Because there is always some risk in transmitting information over the internet and otherwise processing information, we cannot and do not guarantee or warrant the security of any information that you transmit on or through the Services or that we otherwise maintain.

**LINKS TO THIRD PARTY WEBSITES**

Our Services, newsletters, email updates and other communications may, from time to time, contain links to and from the websites of others, including our partner networks, retail partners, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies.

**UPDATES**

Any updates we may make to our Privacy Policy will be posted on this page, and we may also provide a website notice of any material changes for a reasonable period of time. Please check back frequently to see any updates or changes to our Privacy Policy. If you do not agree or consent to these updates or changes, do not continue to use the Services.

**CONTACT**

Questions or comments regarding this Privacy Policy should be emailed to [dataprivacy@ufc.com](mailto:dataprivacy@ufc.com)

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Do Not Sell My Personal Information

Exhibit 9



MENU ▾



PAGE

# COOKIE POLICY

Effective Date: May 24, 2018

## COOKIE POLICY

Zuffa, LLC ("we", "us", "our") are committed to protecting and respecting your privacy as described in our Privacy Notice, of which this Cookie Policy forms a part.

By consenting to this cookie policy ("Cookie Policy"), you acknowledge and consent to our website using cookies and other similar technologies (as described below) to distinguish you from other users of our website and for analytics. This helps us to provide you with a good experience during your visit to our website. This also allows us to improve our website and provide you with tailored content and advertising. For example we can recognise and remember important information that will make it more comfortable browsing our website such as preferred settings.

A cookie is a small file of letters and numbers that we store via your browser on the hard drive of your computer or your mobile device, if you consent.

We may automatically collect and store certain information about your interaction with our website, including IP addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamps, and related data. We use this information, which does not identify individual users, solely to improve the quality of our products and services.

**MENU****First party cookies**

- - **Session Cookies** (Technical Cookies): Their use is strictly limited to sending the session identifiers (random numbers generated by the server) needed for secure and efficient Website browsing. They are not permanently stored on the user's computer and are deleted upon browser closing. In particular, the use of the session cookies aims at ensuring security and improving of the offered service; and
- - **Technical Cookie**: It is required to keep track of the consent given by the user.

The described cookies do not require your consent to be installed and used.

**Third party cookies**

Some third parties can also provide cookies on our website(s). These cookies or similar technologies are managed by the third parties set out in the table below, and are divided into the following categories:

- - **Analytical Cookies**: we use Google Analytics, the web analytics service offered by Google, Inc. ("Google") to analyse how our Website is used. This service uses cookies generating information on your use of our Website (including your IP address), collected from Google in an anonymous form. Disabling these third-party cookies does not affect the Website use;
- - **Marketing/Advertising**: Cookies used to provide advertising services on a given Website fall within this category. Disabling these third-party cookies does not affect the Website use; and
- - **Profiling Cookies**: They are used to trace the user's network browsing and create profiles about his/her tastes, behaviour, choices, etc. These cookies allow the transmission of online advertising messages to the user's device [with the preferences already expressed by that same user when browsing]. In accordance with applicable laws, using these cookies and any processing related thereto require the prior user's consent. Disabling these third-party cookies does not affect the Website use.

**MENU****Type of Cookie:** Google Analytics

**Purpose of Cookie:** The web analytics service offered by Google, Inc. ("Google"), to analyse how our Website is used. This service uses cookies generating information on your use of our Website (including your IP address), collected from Google in an anonymous form. Disabling these third-party cookies does not affect the Website use. These cookies are used to collect information about how visitors use our website. We use the information to compile reports and to help us improve the website. The cookies collect information in an anonymous form, including the number of visitors to the website, where visitors have come to the website from and the pages they visited.

**Profiling:** yes

**Duration:** Varies

**Link:** <https://www.google.com/analytics/terms/us.html>

**Type of Cookie:** Doubleclick / AdWords

**Purpose of Cookie:** Ad targeting / relevance.

**Profiling:** yes

**Duration:** Varies

**Link:** <https://policies.google.com/technologies/ads>

**Type of Cookie** Facebook



**MENU**

**Duration:** Varies

**Link:** <https://www.facebook.com/policy.php>

**Type of Cookie:** Youtube

**Purpose of Cookie:** Ad targeting / relevance.

**Profiling:** yes

**Duration:** Varies

**Link:** [https://support.google.com/youtube/answer/7671399?p=privacy\\_guidelines&hl=en&visit\\_id=1-636627269713290487-2925436020&rd=1](https://support.google.com/youtube/answer/7671399?p=privacy_guidelines&hl=en&visit_id=1-636627269713290487-2925436020&rd=1)

**Type of Cookie:** Yahoo

**Purpose of Cookie:** Ad targeting / relevance.

**Profiling:** yes

**Duration:** Varies

**Link:** <https://policies.oath.com/us/en/oath/privacy/>

**Type of Cookie:** Snapchat

**MENU**

**Duration:** Varies

**Link:** <https://www.snap.com/en-US/privacy/privacy-policy/>

**Type of Cookie:** The Trade Desk

**Purpose of Cookie:** Ad targeting / relevance.

**Profiling:** yes

**Duration:** Varies

**Link:** <https://www.thetradedesk.com/general/privacy-policy>

**Type of Cookie:** Twitter

**Purpose of Cookie:** Ad targeting / relevance.

**Profiling:** yes

**Duration:** Varies

**Link:** <https://twitter.com/privacy>

You also acknowledge and consent to the use of third party cookies (including, for example, those provided by operators of advertising networks and providers of external services like web traffic analysis services). You acknowledge that where we allow advertising networks,

**MENU**

Most internet browsers are set up by default to accept cookies. However, if you want to refuse or delete any cookies (or similar technologies), please refer to the help and support area on your internet browser for instructions on how to block or delete cookies (for example: Internet Explorer, Google Chrome, Mozilla Firefox and Safari). Please note you may not be able to take advantage of all the features of our Website, including certain personalised features, if you delete or refuse cookies.

To opt out of Google Analytics, visit <https://tools.google.com/dlpage/gaoptout>.

For more information on managing cookies, please go to [www.allaboutcookies.org](http://www.allaboutcookies.org)

**If you are a resident in the EU:**

For more information on managing cookies, please visit [www.youronlinechoices.eu](http://www.youronlinechoices.eu) which has further information about behavioral advertising and online privacy.

**Changes to our Cookie Policy**

This Cookie Policy may be updated from time to time.

If we change anything important about this Cookie Policy we will notify you through a pop-up on the website for a reasonable length of time prior to and following the change. You may review the Cookie Policy by visiting the website and clicking on the "Cookie Policy" link.

MENU

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Do Not Sell My Personal Information

Exhibit 10



✓

SELECT A PLAN

—

✓

CREATE LOGIN

—

3


CHECKOUT

HOME


EN

PAYMENT METHODS




EXPRESS CHECKOUT



PAY WITH



OR



DEBIT/CREDIT CARD

ORDER SUMMARY

MONTHLY

US\$9.99

Access to exclusive prelims for all PPV events, the entire UFC Fight Library, live martial arts events from around the world and exclusive original series and shows

✓ Over 1,000 hours of live combat sports action from around the globe


✓ Monthly subscription, cancel anytime

Tax Calculated At Checkout

Promo code

APPLY

Exhibit 11



✓ SELECT A PLAN


✓ CREATE LOGIN

3 CHECKOUT

HOME

EN

SELECTED PAYMENT METHOD

 Debit or Credit Card

Change

BILLING ADDRESS

United States, 90290

Change

CARD DETAILS

CARD NUMBER

1234 1234 1234 1234

EXPIRY DATE

MM / YY

CVC

CVC

THIS PAGE IS SECURE AND ENCRYPTED

ORDER SUMMARY

MONTHLY

US\$9.99

Access to exclusive prelims for all PPV events, the entire UFC Fight Library, live martial arts events from around the world and exclusive original series and shows

✓ Over 1,000 hours of live combat sports action from around the globe

✓ Monthly subscription, cancel anytime

Subtotal

US\$9.99

Tax

US\$0.00

Promo code

APPLY

Total

US\$9.99

SECURE CHECKOUT



SUM-100

# SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:** ZUFFA, LLC, a Nevada limited liability company;  
**(AVISO AL DEMANDADO):** NEULION USA, LLC, a Delaware limited liability company; and DOES 1 to 50, inclusive

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**ELECTRONICALLY FILED**  
Superior Court of California  
County of Alameda

10/11/2022

Chad Finke, Executive Officer / Clerk of the Court

By: A. Linhares Deputy

## YOU ARE BEING SUED BY PLAINTIFF:

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

MOISES REZA, FRANK GARZA, TANNER PENDERGRAFT, and  
FEDERICO NAVARRETE on behalf of themselves and all others similarly  
situated

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court for the State of California  
for the county of Alameda - Hayward Hall of Justice  
24405 Amador Street, Hayward, CA 94544

CASE NUMBER:  
(Número del Caso):

22CV019499

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

CROSNER LEGAL, PC 9440 Santa Monica Blvd., Ste. 301 Beverly Hills, CA 90210 Tel: (310) 496-5818

DATE: 10/11/2022 Chad Finke, Executive Officer / Clerk of the Court Clerk, by  
(Fecha) (Secretario) A. Linhares, Deputy (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):  
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
4. ☐ by personal delivery on (date):

[SEAL]



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Michael R. Crosner (SBN 41299), Zachary M. Crosner (SBN. 272295), Jamie Serb (SBN 289601) CROSNER LEGAL, PC, 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210 TELEPHONE NO.: (310) 496-5818 FAX NO. (Optional): (310) 510-6429 E-MAIL ADDRESS: zach@crosnerlegal.com, jamie@crosnerlegal.com ATTORNEY FOR (Name): Moises Reza, Frank Garza, Tanner Pendergraft, Federico Navarrete	<b>FOR COURT USE ONLY</b>  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of Alameda <b>10/13/2022 at 01:22:27 PM</b> By: Cheryl Clark, Deputy Clerk
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda</b> STREET ADDRESS: 24405 Amador Street MAILING ADDRESS: CITY AND ZIP CODE: Hayward, 94544 BRANCH NAME: Hayward Hall of Justice	CASE NUMBER: <b>22CV019499</b>  JUDGE: DEPT.:
CASE NAME: <b>MOISES REZA, et al. v. ZUFFA, LLC, et al.</b>	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

*Items 1–6 below must be completed (see instructions on page 2).*

1. Check **one** box below for the case type that best describes this case:

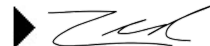
<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	--

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |   |
|--|---|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input checked="" type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|---|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 4
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 11, 2022

Zachary Crosner

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET****CM-010**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES****Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b>		Reserved for Clerk's File Stamp  <b>FILED</b> Superior Court of California County of Alameda 10/11/2022 Clad Fike, Executive Officer/Clerk of the Court By: <u>A. Linhares</u> Deputy
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		
PLAINTIFF: MOISES REZA et al		
DEFENDANT: ZUFFA, LLC, a Nevada limited liability company et al		
<b>NOTICE OF CASE MANAGEMENT CONFERENCE</b>		CASE NUMBER: 22CV019499

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve all named defendants and file proofs of service on those defendants with the court within 60 days of the filing of the complaint (Cal. Rules of Court, 3.110(b)).

Give notice of this conference to all other parties and file proof of service.

Your Case Management Conference has been scheduled on:

Date: 02/08/2023	Time: 8:30 AM	Dept.: 23
Location: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		

TO DEFENDANT(S)/ATTORNEY(S) FOR DEFENDANT(S) OF RECORD:

The setting of the Case Management Conference does not exempt the defendant from filing a responsive pleading as required by law, you must respond as stated on the summons.

TO ALL PARTIES who have appeared before the date of the conference must:

Pursuant to California Rules of Court, 3.725, a completed Case Management Statement (Judicial Council form CM-110) must be filed and served at least 15 calendar days before the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record.

**Meet and confer**, in person or by telephone as required by Cal. Rules of Court, rule 3.724.

**Post jury fees** as required by Code of Civil Procedure section 631.

If you do not follow the orders above, the court may issue an order to show cause why you should not be sanctioned under Cal. Rules of Court, rule 2.30. Sanctions may include monetary sanctions, striking pleadings or dismissal of the action.

The judge may place a Tentative Case Management Order in your case's on-line register of actions before the conference. This order may establish a discovery schedule, set a trial date or refer the case to Alternate Dispute Resolution, such as mediation or arbitration. Check the court's eCourt Public Portal for each assigned department's procedures regarding tentative case management orders at <https://portal.alameda.courts.ca.gov>.

<p align="center"><b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b></p>	<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612</p>	<p align="center"><b>FILED</b> Superior Court of California County of Alameda 10/11/2022</p>
<p>PLAINTIFF/PETITIONER: MOISES REZA et al</p>	<p>Chad Finke, Executive Officer / Clerk of the Court By: <u>A. Linhares</u> Deputy</p>
<p>DEFENDANT/RESPONDENT: ZUFFA, LLC, a Nevada limited liability company et al</p>	
<p align="center"><b>CERTIFICATE OF MAILING</b></p>	<p>CASE NUMBER: 22CV019499</p>

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Michael R Crosner  
CROSNER LEGAL, PC  
9440 Santa Monica Blvd. Suite 301  
Beverly Hills, CA 90210

Chad Finke, Executive Officer / Clerk of the Court

Dated: 10/13/2022

By:

A. Linhares, Deputy Clerk

**CERTIFICATE OF MAILING**

<p align="center"><b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b></p>	<p align="center">Reserved for Clerk's File Stamp</p> <p align="center"><b>FILED</b> Superior Court of California County of Alameda 10/13/2022 Chad Finke, Executive Officer / Clerk of the Court By: <u>A. Linhares</u> Deputy</p>
<p>COURTHOUSE ADDRESS:</p> <p>Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612</p>	
<p>PLAINTIFF(S):</p> <p>MOISES REZA et al</p>	
<p>DEFENDANT(S):</p> <p>ZUFFA, LLC, a Nevada limited liability company et al</p>	<p>CASE NUMBER:</p> <p>22CV019499</p>
<p align="center"><b>NOTICE OF HEARING</b></p>	

TO ALL PARTIES:

Notice is hereby given that the above-entitled action has been set for a/an  
Complex Determination Hearing on 12/06/2022 at  
3:00 PM in Department 23 of the above named court located at  
Administration Building, 1221 Oak Street, Oakland, CA 94612.

Chad Finke, Executive Officer / Clerk of the Court  
A. Linhares, Deputy Clerk

Dated: 10/13/2022

By: \_\_\_\_\_  
 Deputy Clerk

**NOTICE OF HEARING**





Crosner Legal, PC  
9440 Santa Monica Blvd., Ste. 301  
Beverly Hills CA 90212





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Ashley L. Shively  
HOLLAND & KNIGHT  
50 California Street Suite 2800  
San Francisco CA 94111  
USA

**FOR COURT USE ONLY**

TO (insert name of party being served): ZUFFA, LLC, a Nevada limited liability company;

(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

**FOR COURT USE ONLY**

TO (insert name of party being served): ZUFFA, LLC, a Nevada limited liability company;

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

(TYPE OR PRINT NAME)

(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY,  
ON WHOSE BEHALF THIS FORM IS SIGNED)

(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF  
ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

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14 Attorneys for Plaintiffs MOISES REZA,  
 15 FRANK GARZA, TANNER PENDERGRAFT,  
 16 and FEDERICO NAVARRETE

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 12 **COUNTY OF ALAMEDA**

14 MOISES REZA, FRANK GARZA,  
 15 TANNER PENDERGRAFT, and  
 16 FEDERICO NAVARRETE on behalf of  
 themselves and all others similarly situated,

17 Plaintiffs,

18 v.

19 ZUFFA, LLC, a Nevada limited liability  
 20 company; NEULION USA, LLC, a  
 Delaware limited liability company; and  
 DOES 1 to 50, inclusive,

21 Defendants.

Case No.: **22CV019499**

**CLASS ACTION COMPLAINT**

- 1) FALSE ADVERTISING IN VIOLATION OF THE CALIFORNIA AUTOMATIC RENEWAL LAW [BUS. & PROF. CODE § 17600, ET SEQ.]
- 2) VIOLATION OF THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT [CIV. CODE § 1750, ET SEQ.]
- 3) VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW [BUS. & PROF CODE § 17200, ET SEQ.]
- 4) UNJUST ENRICHMENT

**JURY TRIAL DEMANDED**

**ELECTRONICALLY FILED**  
 Superior Court of California,  
 County of Alameda  
**10/11/2022 at 06:24:56 PM**  
 By: Angela Linhares,  
 Deputy Clerk

1 **I. INTRODUCTION**

2 1. This class action complaint alleges that Defendants ZUFFA, LLC, and NEULION  
3 USA, LLC (“Defendants”) violate California law in connection with an automatically renewing  
4 online streaming subscription program. Specifically, Defendants enroll consumers in its streaming  
5 subscription program without providing the “clear and conspicuous” disclosures mandated by  
6 California law, and posts charges to consumers’ credit or debit cards for purported subscription  
7 charges without first obtaining the consumers’ affirmative consent to an agreement containing the  
8 requisite clear and conspicuous disclosures. Furthermore, Defendants fail to provide a clear  
9 mechanism for consumers to cancel the subscription service before its automatic renewal.

10 2. This course of conduct violates the California Automatic Renewal Law (Bus. & Prof.  
11 Code § 17600, et seq.) (“ARL”), the Consumers Legal Remedies Act (Civ. Code § 1750, et seq.)  
12 (“CLRA”), and the Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.) (“UCL”).

13 **II. JURISDICTION AND VENUE**

14 3. This court possesses original subject matter jurisdiction over this matter. Venue is  
15 proper in Alameda, California, because Defendants transact business in Alameda, California, and  
16 some of the complained of conduct occurred in this judicial district.

17 **III. THE PARTIES**

18 4. Plaintiffs MOISES REZA (“Plaintiff Reza”), FRANK GARZA (“Plaintiff Garza”),  
19 TANNER PENDERGRAFT (“Plaintiff Pendergraft”), and FEDERICO NAVARRETE (“Plaintiff  
20 Navarrete”) (hereinafter collectively referred to as “Plaintiffs”) are, and at relevant times were,  
21 individuals domiciled in the State of California and a citizen of the State of California.

22 5. Defendant ZUFFA, LLC, is a Nevada limited liability company that, at all relevant  
23 times, was authorized to do business within the State of California and is doing business in the State  
24 of California.

25 6. Defendant NEULION USA, LLC, (“NEULION”) is a Delaware limited liability  
26 company that, at all relevant times, was authorized to do business within the State of California and  
27 is doing business in the State of California. Plaintiffs are informed and believe, and based thereon  
28 allege, that Defendant NEULION contracts with ZUFFA, LLC to provide services that provide the

1 consumer with the ability to access and view ZUFFA, LLC's UFC Fight Pass content, and  
2 NEULION processes the subscription fees charged by ZUFFA, LLC. Based on information and  
3 belief, the UFC Fight Pass service and/or access to view UFC fights and/or other UFC content is  
4 processed by NEULION so UFC Fight Pass users can view UFC fights and/or other UFC content.<sup>1</sup>

5 7. The true names and capacities of the DOE Defendants sued herein as DOES 1  
6 through 50, inclusive, are currently unknown to Plaintiffs, who therefore sue each such Defendant  
7 by said fictitious names. Each of the Defendants designated herein as a DOE is legally responsible  
8 for the unlawful acts alleged herein. Plaintiffs will seek leave of Court to amend this Complaint to  
9 reflect the true names and capacities of the Doe Defendants when such identities become known.

10 8. Plaintiffs are informed and believe, and based thereon allege, that, at all relevant  
11 times, each of the Defendants was the principal, agent, partner, joint venturer, officer, director,  
12 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or  
13 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of  
14 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all  
15 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this  
16 complaint. Plaintiffs are further informed and believes, and based thereon allege, that each  
17 Defendant acted pursuant to and within the scope of the relationships alleged above, and that at all  
18 relevant times, each Defendant knew or should have known about, authorized, ratified, adopted,  
19 approved, controlled, and/or aided and abetted the conduct of all other Defendants.

20 9. At all relevant times, Defendants were and are legally responsible for all of the  
21 unlawful conduct, policies, practices, acts and omissions complained of herein. The conduct of  
22 Defendants' managers and supervisors was at all relevant times undertaken as employees of  
23 Defendants, acting within the scope of their employment or authority in all of the unlawful activities  
24 described herein.

#### 25 **IV. BACKGROUND**

26 10. According to ZUFFA, LLC, ZUFFA, LLC, owns the exclusive rights to, "Ultimate  
27 Fighting Championship," "Ultimate Fighting," "UFC," "The Ultimate Fighter," "Submission," "As  
28

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<sup>1</sup> See <https://www.ufc.com/terms> (last visited September 11, 2022).

Real As It Gets”, “The Octagon” and the eight-sided cage design are registered trademarks, trademarks, trade dress or service marks, and ZUFFA, LLC, operates all Ultimate Fighting Championship® web sites, including without limitation, those located at [www.ufc.com](http://www.ufc.com) and [www.ufcfightpass.com](http://www.ufcfightpass.com)<sup>2</sup>

11. As part of its business activities, Defendants operate an online streaming service called “UFC Fight Pass” to which consumers may subscribe on a monthly or annual basis. After subscribing to UFC Fight Pass, Defendants thereafter post charges to the consumer’s credit or debit card in the amount of \$9.99 per month for “UFC Fight Pass”. The annual charge for this service is \$95.99. However, Defendants fail to provide clear and conspicuous disclosures mandated by California law, and fail to provide a clear mechanism by which consumers may cancel their subscriptions.

12. As described below, the California Automatic Renewal Law was enacted to prohibit companies from enrolling consumers in automatic renewal programs without first making specific clear and conspicuous disclosures and without obtaining each individual’s affirmative consent.

#### **THE CALIFORNIA AUTOMATIC RENEWAL LAW**

13. In 2009, the California Legislature passed Senate Bill 340, which took effect on December 1, 2010, as Article 9 of Chapter 1 of the False Advertising Law. (Bus. & Prof. Code § 17600, *et seq.* (the California Automatic Renewal Law or “ARL”). SB 340 was introduced because:

It has become increasingly common for consumers to complain about unwanted charges on their credit cards for products or services that the consumer did not explicitly request or know they were agreeing to. Consumers report they believed they were making a one-time purchase of a product, only to receive continued shipments of the product and charges on their credit card. These unforeseen charges are often the result of agreements enumerated in the “fine print” on an order or advertisement that the consumer responded to.

(See Exhibit 1 attached hereto.)

14. The Assembly Committee on Judiciary provided the following background for the legislation:

<sup>2</sup> See <https://www.ufc.com/terms> (last visited September 11, 2022); see also <https://esos.nv.gov/OnlineTrademarkSearch/TradeMarkInformation> (last visited September 11, 2022)

1 This non-controversial bill, which received a unanimous vote on the Senate floor,  
2 seeks to protect consumers from unwittingly consenting to “automatic renewals” of  
3 subscription orders or other “continuous service” offers. According to the author  
4 and supporters, consumers are often charged for renewal purchases without their  
5 consent or knowledge. For example, consumers sometimes find that a magazine  
6 subscription renewal appears on a credit card statement even though they never  
7 agreed to a renewal.

8 (See Exhibit 2 attached hereto.)

9 15. The ARL seeks to ensure that, before there can be a legally binding automatic  
10 renewal or continuous service arrangement, there must first be adequate disclosure of certain terms  
11 and conditions and affirmative consent by the consumer. To that end, Bus. & Prof. Code § 17602(a)  
12 makes it unlawful for any business making an automatic renewal offer or a continuous service offer  
13 to a consumer in California to do any of the following:

14 (1) Fail to present the automatic renewal offer terms or continuous service offer  
15 terms in a clear and conspicuous manner before the subscription or purchasing agreement is  
16 fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal  
17 proximity, to the request for consent to the offer. (Bus. & Prof. Code § 17602(a)(1).) For this  
18 purpose, “clear and conspicuous” means “in larger type than the surrounding text, or in  
19 contrasting type, font, or color to the surrounding text of the same size, or set off from the  
20 surrounding text of the same size by symbols or other marks, in a manner that clearly calls  
21 attention to the language.” (Bus. & Prof. Code § 17601(c).) In the case of an audio disclosure,  
22 ‘clear and conspicuous’ means in a volume and cadence sufficient to be readily audible and  
23 understandable.” (*Id.*) The statute defines “automatic renewal offer terms” to mean the “clear  
24 and conspicuous” disclosure of the following: (a) that the subscription or purchasing  
25 agreement will continue until the consumer cancels; (b) the description of the cancellation  
26 policy that applies to the offer; (c) the recurring charges that will be charged to the  
27 consumer’s credit or debit card or payment account with a third party as part of the automatic  
28 renewal plan or arrangement, and that the amount of the charge may change, if that is the  
case, and the amount to which the charge will change, if known; (d) the length of the  
automatic renewal term or that the service is continuous, unless the length of the term is  
chosen by the consumer; and (e) the minimum purchase obligation, if any. (Bus. & Prof.



Code § 17601(b).)

(2) Charge the consumer's credit or debit card, or the consumer's account with a third party, for an automatic renewal or continuous service without first obtaining the consumer's affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms, including the terms of an automatic renewal offer or continuous service offer that is made at a promotional or discounted price for a limited period of time. (Bus. & Prof. Code § 17602(a)(2).)

(3) Fail to provide an acknowledgment that includes the automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer. (Bus. & Prof. Code § 17602(a)(3).) If the offer includes a free trial, the business must also disclose in the acknowledgment how to cancel and allow the consumer to cancel before the consumer pays for the goods or services. (*Ibid.*) Section 17602(b) requires that the acknowledgment specified in § 17602(a)(3) include a toll-free telephone number, electronic mail address, a postal address if the seller directly bills the consumer, or it shall provide another cost-effective, timely, and easy-to-use mechanism for cancellation.<sup>3</sup>

16. Violation of the ARL gives rise to restitution and injunctive relief under the general remedies provision of the False Advertising Law, Bus. & Prof. Code § 17535. (Bus. & Prof. Code, § 17604, subd. (a).)

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<sup>3</sup> According to the Federal Trade Commission, the Restore Online Shoppers' Confidence Act, 15 U.S.C. §§ 8401-8405, which contains the federal rules for automatic renewal agreements, "requires negative option sellers to provide a simple, reasonable means for consumers to cancel their contracts. To meet this standard, negative option sellers should provide cancellation mechanisms that are at least as easy to use as the method the consumer used to initiate the negative option feature. For example, to ensure compliance with this simple cancellation mechanism requirement, negative option sellers should not subject consumers to new offers or similar attempts to save the negative option arrangement that impose unreasonable delays on consumers' cancellation efforts. In addition, negative option sellers should provide their cancellation mechanisms at least through the same medium (such as website or mobile application) the consumer used to consent to the negative option feature. The negative option seller should provide, at a minimum, the simple mechanism over the same website or web-based application the consumer used to purchase the negative option feature. If the seller also provides for telephone cancellation, it should provide, at a minimum, a telephone number, and answer all calls to this number during normal business hours, within a short time frame, and ensure the calls are not lengthier or otherwise more burdensome than the telephone call the consumer used to consent to the negative option feature. See [https://www.ftc.gov/system/files/documents/public\\_statements/1598063/negative\\_option\\_policy\\_statement-10-22-2021-tobureau.pdf](https://www.ftc.gov/system/files/documents/public_statements/1598063/negative_option_policy_statement-10-22-2021-tobureau.pdf) at p. 14.

## V. FACTS GIVING RISE TO THIS ACTION

17. Defendants automatically subscribed Plaintiffs to their UFC Fight Pass service. Defendants automatically subscribed Plaintiffs to their UFC Fight Pass service without first providing the clear and conspicuous disclosures required by the ARL and without first obtaining Plaintiffs' affirmative consent to an agreement containing the required clear and conspicuous disclosures as required under California law. Based on information and belief, on or around January 2020, Plaintiff Reza logged onto Defendants' UFC Fight Pass streaming service home page at <https://welcome.ufcfightpass.com/region/united-states> via his desktop computer. The home page includes several graphics and images of UFC combat sports. The home page prompts consumers to "Sign Up Today" by clicking on a red box with the word "Sign Up Today" preceded by a seven-line blurb describing the service subscription to UFC Fight Pass as "a never-ending supply of fighting...the Ultimate 24/7 platform for MORE combat sports, UFC Fight Pass!"

18. Only after scrolling down past the "Sign Up Today"<sup>4</sup> and scrolling past numerous large graphics of combat sports with descriptions in large font of the service is there any discussion of (1) that the service will have to be paid for and (2) that the service will involve "recurring payments" on either a monthly or yearly basis. This information is finally given below large font saying "IMMERSE YOURSELF: CHOOSE YOUR UFC FIGHT PASS PLAN" where there are side-by-side boxes for the monthly plan and the yearly plan. The boxes display the cost of the respective plans followed by a blurb about the features provided in the subscription. Under the blurb are two line items in significantly smaller font. The first line item advertises "Over 1,000 hours of live combat sports action from around the globe". Finally, the second line item reads that the service requires a recurring payment as it states "Recurring payment of \$9.99 per month" and "Recurring payment of \$95.99 every year" in the boxes for the monthly and yearly subscriptions, respectively. The customer is given the option to click large red boxes labeled "SELECT" at the bottom of the plan choices. Only after scrolling past the subscription plan choices does it finally state in much smaller greyed-out font that that the "Subscription will auto-renew unless cancelled prior to the

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<sup>4</sup> Based on information and belief, many consumers do not scroll down past the large red "Sign Up Today" button as the webpage design with its dark background, formatting of the page, and/or the centered "Sign Up Today" button suggests there is no material below to which to scroll down.

1 applicable renewal". This purported disclosure phrase not only fails to be clear and conspicuous but  
2 also fails to disclose all required automatic renewal terms as required by California law. Notably,  
3 there is no indication when such renewal will occur and/or whether the recurring payment is subject  
4 to change. Attached hereto as Exhibit 3 is a printout of Defendant's UFC Fight Pass home page as  
5 of September 8, 2022.

6 19. Upon clicking on any of the three buttons on the home page (the "SIGN UP TODAY"  
7 or either of the two "SELECT" buttons under the plan choices) the consumer is directed to a page  
8 with two similar boxes to the first page, with the choices for a monthly or annual plan. Much like  
9 the boxes on the home page they list the prices of each plan followed by a blurb advertising the  
10 service features – namely, "Access to exclusive prelims for all PPV events, the entire UFC Fight  
11 Library, live martial arts events from around the world and exclusive original series and shows" is  
12 under the pricing. Below that, are two line items: (1) the first reads "Over 1,000 hours of live combat  
13 sports action from around the globe" (2) The second line item differs from the second line item from  
14 the boxes on the homepage as the second line item for the monthly plan states "Monthly  
15 subscription, cancel anytime," and the second line item for the yearly plan states "Save 20% when  
16 compared to the monthly subscription. Recurring payment of \$95.99 every year". The consumer is  
17 then given the option to click a button under either plan that reads "SELECT LICENSE". Notably,  
18 this page fails to give any indication to the consumer that the plan will automatically renew on a  
19 monthly basis unless canceled. Attached hereto as Exhibit 4 is a printout/screenshot of UFC Fight  
20 Pass' "Select A Plan" page as of September 8, 2022.<sup>5</sup>

21 20. Upon selecting either of these options (either the monthly or annual option), the  
22 consumer is taken to a new page where he or she is prompted to "Create a New Account" by  
23 providing an email address and creating a password as well as providing a billing address. Attached  
24 hereto as Exhibit 5 is a screenshot of the account creation page as of September 8, 2022<sup>6</sup>. As  
25 demonstrated by Exhibits 4-5, Defendants fail to provide any form of disclosures regarding the  
26 automatically renewing nature of its subscription services and/or that the plan will automatically

27 <sup>5</sup> The select a plan page can be found here: <https://ufcfightpass.com/signup> last visited September 8, 2022; Exhibit 4 is  
28 a screenshot of the select a plan page as of September 8, 2022.

<sup>6</sup> Exhibit 5 is a screenshot of the account creation and order summary page as of September 8, 2022.

1 renew on a monthly basis unless canceled. Once the consumer clicks “Continue” to create a new  
 2 account, a “Terms of Use” box pops up containing the following language: “UFC (Zuffa, LLC) is  
 3 collecting your information as part of its signup process, and while you use the services, for the  
 4 purpose of providing the service to you, as well as other purposes set out in the Privacy Policy.”  
 5 Beneath this language, there are three checkboxes. The first checkbox has following language: “By  
 6 checking this box, you confirm that you have read and agree to the Terms of Use, Privacy Policy  
 7 and Cookie Policy.” The consumer is required to check this box to proceed/activate the “Submit”  
 8 button at the bottom of the box. There are also optional boxes that can be checked to receive offers  
 9 and opt out of certain data sharing. Attached hereto as Exhibit 6 is a printout of the “Terms of Use”  
 10 box as of September 11, 2022.

11 21. Upon clicking on the phrase “Terms of Use”, the consumer is taken to a new page  
 12 that includes a long list of twenty-six (26) different terms, many with multiple paragraphs and/or  
 13 subsections.<sup>7</sup> A user must scroll down several times to reach section twelve called “Special Terms  
 14 and Conditions Applicable to Subscription Products, online Pay Per View, and Other  
 15 Services/Products Offered for Purchase Through the Billing.” There are several paragraphs the user  
 16 must scroll through, none of which relate to any automatic renewal terms, before the user encounters  
 17 a paragraph, not bolded, nor in a distinctive font nor emphasized in any way, containing the  
 18 following language: “Billing and Automatic Renewal Policies for Certain Subscription Services or  
 19 Monthly Subscriptions.” Under this section, Defendants state that a monthly or annual subscription  
 20 will begin “when you purchase and ends at the product’s pre-determined cycle.” Notably, there is  
 21 no disclosure informing the user the first date he/she will be charged for the service and/or that the  
 22 service or purchasing agreement will continue until the consumer cancels. The section merely  
 23 informs the user that he/she *may* cancel, not that he/she *must* cancel to avoid the continuation of  
 24 charges. Additionally, a user can check out and purchase the service without ever opening the Terms  
 25 of Use. Other than these terms, which fail to be clear and conspicuous, there are no other clear and  
 26

27 <sup>7</sup> Attached hereto as Exhibit 7 is a printout of the “Terms of Use” as of September 11, 2022. Upon clicking on the  
 28 phrase “Privacy Policy”, the consumer is taken to a new page that includes several terms, none of which explain the  
 automatic renewal terms. Attached hereto as Exhibits 8 and 9 are printouts of the “Privacy Policy” and the “Cookie  
 Policy” as of September 11, 2022, neither of which said policies contain any automatic renewal terms.

1 conspicuous disclosures provided to the consumer prior to purchasing a service.

2       22. Moreover, Defendants fail to explain the cancellation policy in a way that can be  
3 retained by the user. For example, the paragraph “Billing and Automatic Renewal Policies for  
4 Certain Subscription Services or Monthly Subscriptions” purports to articulate a cancellation policy  
5 with the language “To cancel your monthly subscription or the annual automatic renewal feature,  
6 send an e-mail to [UFCTVSupport@UFC.com](mailto:UFCTVSupport@UFC.com) cancellation will become effective as of the next  
7 monthly billing cycle following receipt.” However, it is unclear as to exactly what is required to  
8 effectively cancel the service in a timely manner. The purported cancellation policy does not  
9 articulate any sort of intelligible policy, simply stating “send an email to  
10 [UFCTVSupport@UFC.com](mailto:UFCTVSupport@UFC.com)”.” For example, there is no indication to the user that he/she will  
11 receive a confirmation email upon receipt and/or other indication the user’s email was correctly  
12 received, noted, and the user’s account updated; no instructions are provided to the user as to what  
13 to include in the email e.g., label the subject line of the email or the required contents of the email  
14 for effective cancellation in a timely manner. In short, the cursory nature of the purported  
15 cancellation policy that is couched among numerous irrelevant terms and devoid of any real  
16 instruction to the user as to how to effectuate cancellation in a timely manner renders it confusing  
17 and/or unintelligible and not capable of being retained by the consumer. Moreover, as noted, a user  
18 can check out and purchase the service without ever opening the Terms of Use. Other than these  
19 terms, which fail to be clear and conspicuous, there are no other clear and conspicuous disclosures  
20 provided to the consumer prior to purchasing a service.

21       23. After the user checks the box that he/she has read and agrees to the terms of use,  
22 privacy and cookies policies in order to activate the “Submit” button to advance, the user is taken  
23 directly to a “Checkout” page that directs the consumer to choose a method of payment (PayPal,  
24 Google Pay or Debit/Credit Card). On the right side of this screen is an “Order Summary” with a  
25 line item that reads “Monthly US \$9.99” beneath which is the following description of the streaming  
26 service “Access to exclusive prelims for all PPV events, the entire UFC Fight Library, live martial  
27 arts events from around the world and exclusive original series and shows”. Beneath this description  
28 are two line items “Over 1,0000 hours of live combat sports action from around the globe” and a

1 second line with the following language “Monthly subscription, cancel anytime”. The Order  
2 Summary provides a large box for a “Promo Code” and displays the total price for a single purchase  
3 in larger font than anything else on the page. There is no indication that the subscription will  
4 automatically renew, that the subscription will continue until it is cancelled, when such renewal will  
5 occur, the amount of each recurring charge and/or whether the recurring charge is subject to change.  
6 Moreover, while the “Order Summary” includes the language “cancel anytime”, there is no  
7 indication of the process by which to cancel. As such, the Checkout page fails to provide the clear  
8 and conspicuous automatic renewal disclosures as required by California law. Attached hereto as  
9 Exhibit 10 is a screenshot of the “Payment Methods” and “Order Summary” Checkout page (as of  
10 September 11, 2022) directing the consumer to choose method of payment for the previously  
11 selected service. Upon selecting the option for Debit/Credit Card, the user is taken to a second  
12 “Checkout” page that requests the consumer’s credit card information. Attached hereto as Exhibit  
13 11 is a screenshot of the Selected Payment page (as of September 11, 2022) that requests the  
14 consumer’s credit card information with an “Order Summary” on the right-hand side of the screen  
15 that is identical to the “Order Summary” provided on the first Checkout page that directs the user to  
16 choose a payment method. As such, the Checkout pages fail to provide the clear and conspicuous  
17 automatic renewal disclosures as required by California law. Additionally, once the user has entered  
18 his/her payment information, he/she can select the “Secure Checkout” without ever being provided  
19 with any of the clear and conspicuous disclosures as required by California law.

20 24. As a result of Defendants’ failure to provide clear and conspicuous automatic  
21 renewal terms under California law, consumers do not affirmatively consent to the hidden renewal  
22 terms of the UFC Fight Pass service.

23 25. Additionally, consumers are never provided with an acknowledgement that includes  
24 the automatic renewal or continuous offer terms, cancellation policy, and information regarding how  
25 to cancel in a manner that is capable of being retained by the consumer.

26 26. Based on information and belief, individuals that purchase Defendants’ UFC Fight  
27 Pass service via an application on their smart phone or smart TV undergo a process that is  
28 substantially similar if not identical to the process described above, including but not limited to the

1 lack of disclosures required under California law.

2 27. When Plaintiff Reza made his online purchase in or around January 2020, he was not  
3 aware that Defendants were going to automatically renew his subscription without further notice.

4 28. Plaintiff Reza first purchased Defendants' UFC Fight Pass service following a very  
5 similar process as that described above. Upon clicking on the "Sign Up Today" button on  
6 Defendants' home page, Plaintiff Reza was redirected to a new page that advertised the features of  
7 Defendants' streaming service. Plaintiff Reza then created a UFC account by providing his email  
8 address and creating a password. After creating the account, Plaintiff Reza paid for one month of  
9 Defendant's UFC Fight Pass using a personal credit/debit card. To Plaintiff Reza's surprise,  
10 Defendants automatically enrolled him in a monthly subscription plan that was scheduled to renew  
11 each month. Plaintiff Reza discovered that Defendants enrolled him an automatic subscription  
12 service when he noticed additional charges to his credit card/debit card approximately two months  
13 after his original purchase date. On or around March 2020, Plaintiff Reza attempted to cancel the  
14 monthly subscription by visiting Defendants' streaming service web page via his desktop. Over the  
15 months that followed, Plaintiff Reza attempted to cancel at least one other time but was unable to  
16 do so. Defendants continued to charge Plaintiff Reza for a monthly subscription he did not consent  
17 to until in or around October 2021, when Defendants finally responded to his most recent attempt  
18 to cancel Defendants' subscription.

19 29. Defendants automatically subscribed Plaintiff Reza to its UFC Fight Pass service  
20 without first providing the clear and conspicuous disclosures required by the ARL and posted  
21 charges to Plaintiff Reza's debit/credit card without first obtaining his affirmative consent to an  
22 agreement containing the required clear and conspicuous disclosures as required under California  
23 law. Moreover, Defendants did not provide an adequate mechanism for cancelling the service before  
24 the renewal date.

25 30. When Plaintiff Reza made his online purchase in January 2020, he was not aware  
26 that Defendants were going to automatically renew his subscription without further notice. If  
27 Plaintiff had known that Defendants were going to automatically renew his subscription with  
28 charges of \$9.99 per month, Plaintiff either would not have purchased a UFC Fight Pass subscription



1 in the first place or would have taken other steps to avoid the renewal of his subscription.

2 31. Plaintiff Garza first purchased Defendants' UFC Fight Pass Service following a very  
3 similar process as that described above. On information and belief, on or around July 31, 2020,  
4 Plaintiff Garza logged onto Defendants' UFC Fight Pass streaming service home page at  
5 <https://welcome.ufcfightpass.com/region/united-states> via his laptop computer. Upon clicking on  
6 the "Sign Up Today" button on Defendants' home page, Plaintiff Garza was redirected to a new page  
7 that advertised the features of Defendants' streaming service. Plaintiff Garza then created a UFC  
8 account by providing his email address and creating a password. After creating the account, Plaintiff  
9 Garza paid for one month of Defendants' UFC Fight Pass using the PayPal payment option on the  
10 choose a method of payment screen. Defendants automatically enrolled him in a monthly  
11 subscription plan that was scheduled to renew each month. On or around December 2020, Plaintiff  
12 Garza attempted to cancel the monthly subscription by visiting Defendants' streaming service web  
13 page via Defendants' website but was unable to do so. Plaintiff Garza attempted to cancel several  
14 more times by phone but was unable to do so. Defendants continued to charge Plaintiff Garza for a  
15 monthly subscription without his consent until in or around at least February 2021, when Defendants  
16 finally cancelled Plaintiff Garza's monthly subscription, following Plaintiff Garza's most recent  
17 cancellation attempt. Plaintiff Garza never received any confirmation email and/or other form of  
18 cancellation confirmation from Defendants.

19 32. Defendants automatically subscribed Plaintiff Garza to its UFC Fight Pass service  
20 without first providing the clear and conspicuous disclosures required by the ARL and posted  
21 charges to Plaintiff Garza's debit/credit card without first obtaining his affirmative consent to an  
22 agreement containing the required clear and conspicuous disclosures as required under California  
23 law. Moreover, Defendants did not provide an adequate mechanism for cancelling the service before  
24 the renewal date. Defendants continued to charge Plaintiff Garza for a monthly subscription without  
25 his consent until in or around at least February 2021, when his subscription was finally cancelled.

26 33. Plaintiff Pendergraft first purchased Defendants' UFC Fight Pass Service following  
27 a very similar process as that described above. In or around November 2021, Plaintiff Pendergraft  
28 opened his web browser on his mobile phone and went to Defendants' UFC Fight Pass streaming



1 service home page at <https://welcome.ufcfightpass.com/region/united-states>. Upon clicking on the  
2 "Sign Up Today" button on Defendants' home page, Plaintiff Pendergraft was redirected to a new  
3 page that advertised the features of Defendants' streaming service. Plaintiff Pendergraft then created  
4 a UFC account by providing his email address and creating a password. After creating the account,  
5 Plaintiff Pendergraft paid for one month of Defendants' UFC Fight Pass using the credit card  
6 payment option on the choose a method of payment screen. Defendants automatically enrolled him  
7 in a monthly subscription plan that was scheduled to renew each month. On or around January 2022,  
8 Plaintiff Pendergraft attempted to cancel the monthly subscription by phone but was unable to do  
9 so. Plaintiff Pendergraft attempted to cancel at least one additional time by phone but was unable  
10 to do so. Defendants continued to charge Plaintiff Pendergraft for a monthly subscription without  
11 his consent until in or around at least April 2022, when Defendants finally cancelled Plaintiff  
12 Pendergraft's monthly subscription, following Plaintiff Pendergraft's most recent cancellation  
13 attempt.

14 34. Defendants automatically subscribed Plaintiff Pendergraft to its UFC Fight Pass  
15 service without first providing the clear and conspicuous disclosures required by the ARL and  
16 posted charges to Plaintiff Pendergraft's credit card without first obtaining his affirmative consent  
17 to an agreement containing the required clear and conspicuous disclosures as required under  
18 California law. Moreover, Defendants did not provide an adequate mechanism for cancelling the  
19 service before the renewal date. Defendants continued to charge Plaintiff Pendergraft for a monthly  
20 subscription without his consent until in or around at least April 2022, when his subscription was  
21 finally cancelled.

22 35. Based on information and belief, individuals that purchase Defendants' UFC Fight  
23 Pass service via an application on their smart phone undergo a process that is substantially similar  
24 if not identical to the process described above, including but not limited to the lack of disclosures  
25 required under California law. Plaintiff Navarrete first purchased Defendants' UFC Fight Pass  
26 Service following a very similar process as that described above. On or about October 25, 2019,  
27 Plaintiff Navarrete downloaded Defendants' UFC application via his smart phone. He then created  
28 an account. After creating an account, Plaintiff Navarrete purchased one month of UFC Fight Pass

1 without ever being provided with the required disclosures under California law. As such, Plaintiff  
2 Navarrete did not realize that Defendants would enroll him in an automatically renewing monthly  
3 subscription that he would be charged for immediately after creating his account. Plaintiff Navarrete  
4 attempted to cancel the monthly subscription the same day he downloaded the app and created his  
5 account after he was unable to access/view the UFC Fight Pass content for which he had signed up  
6 to view. Plaintiff Navarrete initially attempted to cancel the monthly subscription the same day as  
7 his initial purchase by deleting the app from his smart phone. Approximately two months after  
8 Plaintiff Navarrete's initial attempt to cancel the monthly subscription, Plaintiff Navarrete  
9 discovered that Defendants were continuing to post charges to his credit card/debit card for the  
10 monthly subscription. Plaintiff Navarrete was surprised to see the recurring charges. Plaintiff  
11 Navarrete attempted to cancel the monthly subscription again by, including but not limited to,  
12 searching Defendants' website and search engines to find a contact number for Defendants so he  
13 could cancel, but he was unable to cancel the subscription.

14 36. To this day, Defendants continue to charge Plaintiff Navarrete for a monthly  
15 subscription he did not consent to.

16 37. When Plaintiff Navarrete made his online purchase on or about October 25, 2019, he  
17 was not aware that Defendants were going to automatically renew his subscription without further  
18 notice. If Plaintiff Navarrete had known that Defendants were going to automatically renew his  
19 subscription with charges of \$9.99 per month, Plaintiff Navarrete either would not have purchased  
20 a UFC Fight Pass subscription in the first place or would have taken other steps to avoid the renewal  
21 of his subscription.

## 22 **VI. CLASS ACTION ALLEGATIONS**

23 38. Plaintiffs bring this lawsuit as a class action under Code of Civil Procedure section  
24 382 on behalf of the following Class: "All California residents who were both (1) enrolled in  
25 Defendants' subscription service for UFC Fight Pass and (2) charged by Defendants for a  
26 subscription to UFC Fight Pass within the applicable statute of limitations. Excluded from the Class  
27 are all employees of Defendants, all employees of Plaintiffs' counsel, and the judicial officers to  
28 whom this case is assigned.

1           39.    Ascertainability. The members of the Class may be ascertained by reviewing records  
2 in the possession of Defendants and/or third parties, including without limitation Defendants'  
3 marketing and promotion records, customer records, and billing records.

4           40.    Common Questions of Fact or Law. There are questions of fact and law that are  
5 common to the members of the Class, which predominate over individual issues. Common questions  
6 regarding the Class include, without limitation: (1) whether Defendants present all statutorily-  
7 mandated automatic renewal offer terms, within the meaning of Business and Professions Code §  
8 17601(b); (2) whether Defendants present automatic renewal offer terms in a manner that is “clear  
9 and conspicuous,” within the meaning of § 17601(c), and in “visual proximity” to a request for  
10 consent to the offer, or in the case of an offer conveyed by voice, in temporal proximity to a request  
11 for consent to the offer, as required by § 17602; (3) whether Defendants obtain consumers'  
12 affirmative consent to an agreement containing clear and conspicuous disclosure of automatic  
13 renewal offer terms before charging a credit card, debit card, or third-party payment account; (4)  
14 whether Defendants provide consumers with an acknowledgment that includes clear and  
15 conspicuous disclosure of all statutorily-mandated automatic renewal or continuous service offer  
16 terms, the cancellation policy, and information regarding how to cancel; (5) Defendants' record-  
17 keeping practices; (6) the appropriate remedies for Defendants' conduct; and (7) the appropriate  
18 terms of an injunction.

19           41.    Numerosity. The Class is so numerous that joinder of all class members would be  
20 impracticable. Plaintiffs are informed and believe and thereon allege that the Class consists of at  
21 least 100 members.

22           42.    Typicality and Adequacy. Plaintiffs allege that Defendants enrolled the Class  
23 members in automatic renewal subscriptions without disclosing all terms required by law, and  
24 without presenting such terms in the requisite “clear and conspicuous” manner; charged the Class  
25 members' credit cards, debit cards, or third-party accounts without first obtaining the Class  
26 members' affirmative consent to an agreement containing clear and conspicuous disclosure of  
27 automatic renewal offer terms; and failed to provide the requisite acknowledgment. Plaintiffs have  
28 no interests that are adverse to those of the other Class members. Plaintiffs will fairly and adequately

1 protect the interests of the Class members.

2 43. Superiority. A class action is superior to other methods for resolving this controversy.  
 3 Because the amount of restitution or damages to which each Class member may be entitled is low  
 4 in comparison to the expense and burden of individual litigation, it would be impracticable for class  
 5 members to redress the wrongs done to them without a class action forum. Furthermore, on  
 6 information and belief, Class members do not know that their legal rights have been violated. Class  
 7 certification would also conserve judicial resources and avoid the possibility of inconsistent  
 8 judgments.

9 44. Defendants Have Acted on Grounds Generally Applicable to the Class. Defendants  
 10 have acted on grounds that are generally applicable to the members of the Class, thereby making  
 11 appropriate final injunctive relief and/or declaratory relief with respect to the Class as a whole.

## 12 **VII. CAUSES OF ACTION**

### 13 **FIRST CAUSE OF ACTION**

14 False Advertising - Violation of the Automatic Renewal Law

15 (Bus. & Prof. Code, § 17600 et seq.)

16 (By Plaintiffs and the Class Against All Defendants)

17 45. Plaintiffs incorporate the previous allegations as though set forth herein.

18 46. Plaintiffs are informed and believe and thereon allege that, during the applicable  
 19 statute of limitations period, Defendants have enrolled consumers, including Plaintiffs and Class  
 20 members, in automatic renewal and/or continuous service subscription programs and have (a) failed  
 21 to present the automatic renewal or continuous service offer terms in a clear and conspicuous manner  
 22 before the subscription agreement is fulfilled and in visual proximity, or in the case of an offer  
 23 conveyed by voice, in temporal proximity, to the request for consent to the offer; (b) charged the  
 24 consumer's credit or debit card or the consumer's third-party payment account for an automatic  
 25 renewal or continuous service without first obtaining the consumer's affirmative consent to an  
 26 agreement containing clear and conspicuous disclosure of all automatic renewal offer terms or  
 27 continuous service offer terms; and (c) failed to provide an acknowledgment that includes clear and  
 28

1 conspicuous disclosure of automatic renewal or continuous service offer terms, the cancellation  
2 policy, and information regarding how to cancel.

3 47. As a result of Defendants' conduct, pursuant to Bus. & Prof. Code §§ 17603 and  
4 17535, Plaintiffs and Class members are entitled to restitution of all amounts that Defendants  
5 charged for any VIP membership during the four years preceding the filing of this Complaint and  
6 continuing until Defendants' statutory violations cease.

7 48. Pursuant to Bus. & Prof. Code § 17535, Plaintiffs and the Class members are entitled  
8 to an injunction enjoining Defendants from making membership program offers to California  
9 consumers that do not comply with California law.

10 **SECOND CAUSE OF ACTION**

11 Violation of the California Consumers Legal Remedies Act

12 (Civ. Code, § 1750 et seq.)

13 (By Plaintiffs and the Class Against All Defendants)

14 49. Plaintiffs incorporate the allegations of the preceding paragraphs as though set forth  
15 herein.

16 50. Plaintiffs and the members of the Class are "consumers" within the meaning of Civil  
17 Code § 1761(d) in that Plaintiffs and the goods and/or services sought or acquired were for personal,  
18 family, or household purposes.

19 51. Defendants' UFC Fight Pass subscription services offers pertain to "goods" and/or  
20 "services" within the meaning of Civil Code § 1761(a) and (b).

21 52. The purchases and payments by Plaintiffs and Class members are "transactions"  
22 within the meaning of Civil Code § 1761(e).

23 53. Defendants have violated Civil Code § 1770, subdivisions (a)(5), (a)(9), (a)(13),  
24 (a)(14), and (a)(17), by representing that Defendants' goods or services have certain characteristics  
25 that they do not have; advertising goods or and services with the intent not to sell them as advertised;  
26 making false and misleading statements of fact concerning the reasons for, existence of and amounts  
27 of price reductions; representing that a transaction confers or involves rights, remedies, or  
28 obligations that it does not have or involve, or that are prohibited by law; and by representing that

1 the consumer will receive a rebate, discount, or other economic benefit, if the earning of the benefit  
2 is contingent on an event to occur subsequent to the consummation of the transaction.

3 54. Plaintiffs, on behalf of themselves and all other Class members, seek an injunction  
4 prohibiting Defendants from continuing their unlawful practices in violation of the Consumers Legal  
5 Remedies Act ("CLRA"), as described above.

6 55. Pursuant to Civil Code § 1782, a notice regarding Defendants' violations of the  
7 CLRA was mailed via certified mail, return receipt requested, to Defendants, on September 28,  
8 2022. Following expiration of the statutory period Plaintiffs will amend this Complaint to add claims  
9 for monetary damages under the CLRA, in addition to equitable and injunctive relief, and request  
10 that this Court enter such orders or judgments as may be necessary to restore to any person in interest  
11 any money that may have been acquired in violation of the CLRA, and for such other relief as is  
12 provided under Civil Code § 1780.

### 13 **THIRD CAUSE OF ACTION**

#### 14 **Unfair Competition**

15 (Bus. & Prof. Code, § 17200 et seq.)

16 (By Plaintiffs and the Class Against All Defendants)

17 56. Plaintiffs incorporate the previous allegations as though fully set forth herein.

18 57. The Unfair Competition Law defines unfair competition as including any unlawful,  
19 unfair or fraudulent business act or practice; any unfair, deceptive, untrue, or misleading advertising;  
20 and any act of false advertising under section 17500. (Bus. & Prof. Code § 17200.)

21 58. Defendants committed unlawful, unfair, and/or fraudulent business practices, and  
22 engaged in unfair, deceptive, untrue, or misleading advertising, by, inter alia and without limitation:  
23 (a) failing to present the automatic renewal offer terms in a clear and conspicuous manner before a  
24 subscription or purchasing agreement is fulfilled and in visual proximity, or in the case of an offer  
25 conveyed by voice, in temporal proximity, to a request for consent to the offer, in violation of §  
26 17602(a)(1); (b) charging the consumer in connection with an automatic renewal or continuous  
27 service without first obtaining the consumer's affirmative consent to an agreement containing clear  
28 and conspicuous disclosures of automatic renewal offer terms or continuous service offer terms, in

1 violation of § 17602(a)(2); (c) failing to provide an acknowledgment that includes clear and  
2 conspicuous disclosure of all required automatic renewal offer terms, the cancellation policy, and  
3 information regarding how to cancel, in violation of § 17602(a)(3); (d) representing that Defendants'  
4 goods or services have certain characteristics that they do not have, in violation of Civil Code §  
5 1770(a)(5); € advertising goods and services with the intent not to sell them as advertised, in  
6 violation of Civil Code § 1770(a)(9); (f) making false and misleading statements of fact concerning  
7 the reasons for, existence of and amounts of price reductions, in violation of Civil Code §  
8 1770(a)(13); (g) representing that a transaction confers or involves rights, remedies, or obligations  
9 that it does not have or involve, or that are prohibited by law, in violation of Civil Code §  
10 1770(a)(14); and (h) representing that the consumer will receive a rebate, discount, or other  
11 economic benefit, if the earning of the benefit is contingent on an event to occur subsequent to the  
12 consummation of the transaction, in violation of Civil Code § 1770(a)(17). Plaintiffs reserve the  
13 right to identify other acts or omissions that constitute unlawful, unfair or fraudulent business acts  
14 or practices, unfair, deceptive, untrue or misleading advertising, and/or other prohibited acts.

15         59. Defendants' acts and omissions as alleged herein violate obligations imposed by  
16 statute, are substantially injurious to consumers, offend public policy, and are immoral, unethical,  
17 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits  
18 attributable to such conduct.

19         60. There were reasonably available alternatives to further Defendants' legitimate  
20 business interests, other than the conduct described herein.

21         61. Plaintiffs have suffered injury in fact and lost money as a result of Defendants' acts  
22 of unfair competition.

23         62. Pursuant to Bus. & Prof. Code § 17203, Plaintiffs and the Class members are entitled  
24 to an order: (1) requiring Defendants to make restitution of all amounts received in connection with  
25 the unlawful, unfair, and/or fraudulent business practices alleged above; and (2) enjoining  
26 Defendants from making offers in the State of California that do not comply with California law.

**FOURTH CAUSE OF ACTION**

## Unjust Enrichment

(By Plaintiffs and the Class Against All Defendants)

63. Plaintiffs incorporate the previous allegations as though fully set forth herein.

64. Defendants have received money from Plaintiffs and Class members in connection with Defendants' conduct in violation of California law, as described herein. Defendants would be unjustly enriched if they were permitted to retain those funds, and Defendants should be ordered to restore said funds to Plaintiffs and the Class members.

65. Plaintiffs allege this unjust enrichment claim in the alternative to relief provided under any legal claim alleged herein.

**PRAYER**

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

**On the First Cause of Action**

1. For restitution;
2. For a public injunction for the benefit of the People of the State of California;

**On the Second Cause of Action:**

3. For a public injunction for the benefit of the People of the State of California;
4. For an award of attorney's fees and costs, pursuant to Civil Code § 1780(e);

**On the Third Cause of Action:**

5. For restitution;
6. For a public injunction for the benefit of the People of the State of California;

**On the Fourth Cause of Action:**

7. For restitution;

**On All Causes of Action:**

8. For an award of attorneys' fees pursuant to Code Civ. Proc. § 1021.5;
9. For costs of suit;

////

////



1 10. For pre-judgment interest; and

2 11. For such other relief that the Court deems just and proper.

3  
4 Dated: October 11, 2022

**CROSNER LEGAL, P.C.**

5  
6 

Michael R. Crosner, Esq.

Zachary M. Crosner, Esq.

Jamie Serb, Esq.

Chad A. Saunders, Esq.

Attorneys for Plaintiffs

MOISES REZA, FRANK GARZA, TANNER

PENDERGRAFT, and FEDERICO NAVARRETE

**DEMAND FOR JURY TRIAL**

Plaintiffs demand a trial by jury on all claims so triable.

Dated: October 11, 2022

**CROSNER LEGAL, P.C.**



Michael R. Crosner, Esq.

Zachary M. Crosner, Esq.

Jamie Serb, Esq.

Chad A. Saunders, Esq.

Attorneys for Plaintiffs

MOISES REZA, FRANK GARZA,

TANNER PENDERGRAFT, and FEDERICO

NAVARRETE

Exhibit 1

**SENATE JUDICIARY COMMITTEE**  
**Senator Ellen M. Corbett, Chair**  
**2009-2010 Regular Session**

SB 340  
Senator Yee  
As Amended April 2, 2009  
Hearing Date: April 14, 2009  
Business and Professions Code  
ADM:jd

**SUBJECT**

Advertising: Automatic Renewal Purchases

**DESCRIPTION**

This bill would require, in any automatic renewal offer, a business to clearly and conspicuously state the automatic renewal offer terms and obtain the customer's affirmative consent to those terms before fulfilling any subscription or purchasing agreement on an automatic renewal basis. This bill would also require all marketing materials to clearly and conspicuously display a toll-free telephone number, if available, telephone number, postal address, or electronic mechanism the customer could use for cancellation.

This bill would require the order form to clearly and conspicuously disclose that the customer is agreeing to an automatic renewal subscription or purchasing agreement.

This bill would impose similar requirements for any automatic renewal offer made over the telephone or on an Internet Web page.

(This analysis reflects author's amendments to be offered in committee.)

**BACKGROUND**

Current consumer protection statutes do not address automatic renewal clauses or provisions in subscriptions or purchasing agreements. Senate Bill 340 is intended to close this gap in the law.

When some businesses began using automatic renewals for subscriptions and purchase agreements for products and services, consumer complaints began to surface regarding those automatic renewals. Consumers complained that they were unaware of and had



not requested the automatic renewals until they either received a bill or a charge on their credit card.

An example of this problem is illustrated by the Time, Inc. (Time) case. After receiving numerous consumer complaints, the Attorneys General of 23 states, including California, launched an investigation into Time's automatic renewal subscription offers. In 2006, the investigation resulted in a settlement agreement between the Attorneys General and Time that includes a number of reforms to automatic renewals that Time sends to their customers. Those reforms include, among others, expanded disclosure requirements and customers' affirmative consent to automatic renewals. (See Comment 2 for details.)

### **CHANGES TO EXISTING LAW**

Existing law, the Unfair Competition Law (UCL), provides that unfair competition means and includes any unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising, and any act prohibited by the False Advertising Act (FAA). (Bus. & Prof. Code Sec. 17200 et seq.)

Existing law, the FAA, includes the following:

- prohibits any person with the intent, directly or indirectly, to dispose of real or personal property, to perform services, or to make or disseminate or cause to be made or disseminated to the public any statement concerning that real or personal property that is untrue or misleading and known or should be known to be untrue or misleading; and
- prohibits any person from making or disseminating any untrue or misleading statement as part of a plan or scheme with the intent not to sell that personal property or those services at the stated or advertised price. (Bus. & Prof. Code Sec. 17500.)

Existing law provides that any violation of the FAA is a misdemeanor punishable by imprisonment in the county jail not exceeding six months, or by a fine of \$2,500, or by both. (Bus. & Prof. Secs. 17500, 17534.)

Existing law provides that any person who violates any provision of the FAA is liable for a civil penalty not to exceed \$2,500 for each violation that must be assessed and recovered in a civil action by the Attorney General or by any district attorney, county counsel, or city attorney. (Bus. & Prof. Code Sec. 17536.)

Existing law provides that a person who has suffered injury in fact and has lost money or property as a result of unfair competition may bring a civil action for relief. (Bus. & Prof. Code Sec. 17204.)

Existing law provides for injunctive relief, restitution, disgorgement, and civil penalties. (Bus. & Prof. Code Secs. 17203, 17206.)



This bill would require all printed marketing materials containing an offer with an automatic renewal term to comply with the following: the customer's agreement to the automatic renewal offer must be obtained in accordance with either (1) or (2) below so that the customer is given the opportunity to expressly consent to the offer:

1. All automatic renewal offer terms must appear on the order form in immediate proximity to the area on the form where the customer selects the subscription or purchasing agreement billing terms or where the subscription or purchasing agreement billing terms are described; the order form must clearly and conspicuously disclose that the customer is agreeing to an automatic renewal subscription or purchasing agreement; and the automatic renewal offer terms must appear on materials that can be retained by the customer.
2. Both of the following:
  - a. on the front of the order form, the marketing materials must (i) refer to the subscription or purchasing agreement using the term "automatic renewal" or "continuous renewal," (ii) clearly and conspicuously state that the customer is agreeing to the automatic renewal, and (iii) specify where the full terms of the automatic renewal offer may be found; and
  - b. the marketing materials must clearly and conspicuously state the automatic renewal offer terms presented together preceded by a title identifying them specifically as the "Automatic Renewal Terms," "Automatic Renewal Conditions," "Automatic Renewal Obligations," or "Continuous Renewal Service Terms," or other similar description.

This bill would require all marketing materials that offer an automatic renewal, when viewed as a whole, to clearly and conspicuously disclose the material terms of the automatic renewal offer and must not misrepresent the material terms of the offer.

This bill would require an automatic renewal to clearly and conspicuously describe the cancellation policy and how to cancel, including, but not limited to, a toll-free telephone number, if available, telephone number, postal address, or electronic mechanism on the Internet Web page or on the publication page of the printed materials.

This bill would require, in any automatic renewal offer made over the telephone, a business to clearly and conspicuously state the automatic renewal terms prior to obtaining a customer's consent and payment information. The business must obtain a clear affirmative statement from the customer agreeing to the automatic renewal offer terms and must send a written acknowledgement that contains the toll-free number, if available, telephone number, postal address, or electronic mechanism for cancellation.

This bill would require, in any automatic renewal offer made on an Internet Web page, the business to clearly and conspicuously disclose the automatic renewal offer terms prior to the button or icon on which the customer must click to submit the order. In any automatic renewal offer made on an Internet Web page where the automatic renewal terms do not appear immediately above the submit button, the customer must be required to affirmatively consent to the automatic renewal offer terms. The automatic



SB 340 (Yee)

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renewal terms must be preceded by a title identifying them as the “Automatic Renewal Terms,” “Automatic Renewal Conditions,” “Automatic Renewal Obligations,” “Continuous Renewal Service Terms,” or other similar description.

This bill would require, in any automatic renewal offer, a business to clearly and conspicuously state the automatic renewal offer terms and obtain the customer’s affirmative consent to those terms before fulfilling any subscription or purchasing agreement on an automatic renewal basis and all marketing materials that offer an automatic renewal subscription or purchasing agreement must clearly and conspicuously display the cancellation policy and how to cancel.

This bill would provide that no business may represent that a product is “free” if the cost of the product is incorporated in the price of the accompanying item purchased under automatic renewal conditions.

This bill would provide that a violation of the bill’s provisions would not be a crime, but all applicable civil remedies would be available.

This bill would define key terms, including “automatic renewal” and “automatic renewal terms.” (See Comment 4.)

### COMMENT

#### 1. Stated need for the bill

The author writes:

It has become increasingly common for consumers to complain about unwanted charges on their credit cards for products or services that the consumer did not explicitly request or know they were agreeing to. Consumers report they believed they were making a one-time purchase of a product, only to receive continued shipments of the product and charges on their credit card. These unforeseen charges are often the result of agreements enumerated in the “fine print” on an order or advertisement that the consumer responded to. The onus falls on the consumer to end these product shipments and stop the unwanted charges to their credit card.

A widespread instance of these violations resulted in the 2006 Time, Inc. case, in which Time settled a multi-state investigation into its automatic renewal offers and solicitations. The states launched their probe after receiving complaints from consumers that Time was billing them or charging their credit cards for unwanted magazine subscriptions. The states’ investigation found that these mail solicitations misled some consumers into paying for unwanted or unordered subscriptions.



2. Time's Assurance of Voluntary Compliance or Discontinuance (Assurance) with Attorneys General; SB 340 modeled after the Assurance

The Attorneys General of 23 states (States), including California, investigated Time's automatic renewal subscription offers. Time publishes over 150 magazines worldwide, including Time, People, Sports Illustrated, This Old House, Entertainment Weekly, Fortune, and Popular Science. Time required customers to notify it if they did not want a subscription renewal; otherwise Time charged customers' credit cards or billed customers. The automatic renewal terms replaced "the industry's prior practice of offering limited-term subscriptions that were renewed at the Customer's affirmative election." The States investigated:

[W]hether the [automatic renewal] terms were clearly and adequately disclosed; whether the Customer was given an opportunity to expressly consent to the offer; whether the Customer was likely to believe the purchase was for a limited-term subscription, rather than an automatically renewed subscription; whether Customers were subsequently informed of the activation of an Automatic Renewal, and, if so, the manner in which they were so informed; the manner by which Customers were billed or charged; and how Time sought to collect payments for charges resulting from an Automatic Renewal. (Matters Investigated set forth in the Assurance.)

As a result of the investigation, in 2006, the States reached a settlement agreement – the Assurance – with Time. In the Assurance, Time agreed to:

- provide clear and conspicuous disclosures to consumers concerning all the material terms for automatic subscription renewals and, for the next five years, provide consumers the option to affirmatively choose an automatic renewal option and Time will send those consumers who have chosen an automatic subscription renewal written reminders, including information on the right and procedure to cancel;
- honor all requests to cancel subscriptions as soon as reasonably possible and to provide refunds to consumers charged for magazines they did not order;
- stop mailing solicitations to consumers for subscriptions that resemble bills, invoices, or statements of amounts due; and
- not submit unpaid accounts of automatic renewal customers for third party collection.

Time also agreed to refund to customers up to \$4.3 million, which included up to \$828,463 to 20,238 eligible California consumers, approximately \$41 per consumer. Senate Bill 340 is modeled in large part after the Assurance.

3. Remedies available under the bill

Senate Bill 340 would provide that a violation of its provisions would not be a crime, but all applicable civil remedies would be available.





Under the FAA, any person who violates any provision of the FAA is liable for a civil penalty not to exceed \$2,500 for each violation that must be assessed and recovered in a civil action by the Attorney General or by any district attorney, county counsel, or city attorney. Under the UCL, a private party may bring a civil action for injunctive relief and/or for restitution of profits that the defendant unfairly obtained from that party. However, the party must have suffered injury in fact and lost money or property.

#### 4. Key terms defined

This bill would define the following key terms:

- a. "Automatic renewal" would mean a plan or agreement in which a subscription or purchasing agreement is automatically renewed at the end of a definite term for a subsequent term.
- b. "Automatic renewal offer terms" would mean the following clear and conspicuous disclosure:
  - that the subscription or purchasing agreement will continue unless the customer notifies the business to stop;
  - that the customer has the right to cancel;
  - that the customer will be billed, credit card charged, or other appropriate description of the payment method depending on the method described to the customer, or chosen by the customer on the front of the order form, and that the bill, charge, or other payment method will take place before the start of each new automatic renewal term;
  - the length of the automatic renewal term or that the renewal is continuous, unless the length of the term is chosen by the customer;
  - that the price paid by the customer for future automatic renewal terms may change; and
  - the minimum purchase obligation, if any.
- c. "Clear and conspicuous" or "clearly and conspicuously" would mean a statement or communication, written or oral, presented in a font, size color, location, and contrast against the background in which it appears, compared to the other matter which is presented, so that it is readily understandable, noticeable, and readable.
- d. "Marketing materials" would include any offer, solicitation, script, product description, publication, or other promotional materials, renewal notice, purchase order device, fulfillment material, or any agreement for the sale or trial viewing of products that are delivered by mail, in person, television or radio broadcast, e-mail, Internet, Internet Web page, or telephone device, or appearing in any newspaper or magazine or on any insert thereto, or Internet link or pop-up window.

#### 5. Recording of telephone automatic renewal offers

Assembly Bill 88 (Corbett, Ch. 77, Stats. 2003) incorporated into state law a rule adopted by the Federal Trade Commission intended to protect consumers from "abusive" telemarketing practices. The rule requires, among other things, that telemarketers make



SB 340 (Yee)

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and maintain an audio recording of all telephone solicitations. (Telemarketing Sales Rule, 16 C.F.R. Part 310, 310.4(a)(6)(i), and 310.5(a)(5), effective March 31, 2009.)

The author may want to consider requiring that telephone automatic renewal offers be audio recorded and that the recording be maintained.

#### 6. Author's amendments

On page 3, line 17, insert:

(c) "Continuous renewal" means a plan or arrangement in which a subscription or purchasing agreement is continuously renewed until the customer cancels the renewal.

On page 3, line 19, delete (c) and insert (d).

On page 3, line 34, delete (d) and insert (e).

On page 3, line 36, delete (e) and insert (f).

On page 4, line 4, insert (f).

On page 4, line 5, insert:

(g) All automatic renewal provisions in this article shall apply to continuous renewals.

Support: California Public Interest Research Group; Consumer Federation of California; American Federation of State, County and Municipal Employees; California Alliance for Consumer Protection

Opposition: None Known

### HISTORY

Source: Author

Related Pending Legislation: None Known

Prior Legislation: None Known

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Exhibit 2

SB 340

Page 1

Date of Hearing: June 30, 2009

## ASSEMBLY COMMITTEE ON JUDICIARY

Mike Feuer, Chair

SB 340 (Yee) – As Amended: June 24, 2009

## PROPOSED CONSENT (As Proposed to be Amended)

SENATE VOTE: 37-0SUBJECT: AUTOMATIC RENEWAL AND CONTINUOUS SERVICE OFFERS

KEY ISSUE: SHOULD A BUSINESS THAT MARKETS A PRODUCT WITH AN "AUTOMATIC RENEWAL OFFER" BE REQUIRED TO CLEARLY AND CONSPICUOUSLY DISCLOSE RENEWAL TERMS AND CANCELLATION POLICIES, AND TO OBTAIN THE CUSTOMER'S AFFIRMATIVE CONSENT TO AN AUTOMATIC RENEWAL?

FISCAL EFFECT: As currently in print this bill is keyed non-fiscal.

**SYNOPSIS**

*This non-controversial bill, which received a unanimous vote on the Senate floor, seeks to protect consumers from unwittingly consenting to "automatic renewals" of subscription orders or other "continuous service" offers. According to the author and supporters, consumers are often charged for renewal purchases without their consent or knowledge. For example, consumers sometimes find that a magazine subscription renewal appears on a credit card statement even though they never agreed to a renewal. Indeed, this problem led 23 state attorneys general to launch an investigation of Time, Inc., in response to claims that the company used deceptive practices in signing up customers for automatic subscription renewals. As part of a settlement of this dispute, Time agreed to institute new practices so that customers are fully aware of and affirmatively consent to automatic renewals. This bill, following the lead of the Times' settlement, would require that renewal terms and cancellation policies be clearly and conspicuously presented to the consumer, whether the offer is made on printed material or through a telephone solicitation. In addition, the bill would require that the consumer make some affirmative acknowledgement before an order with an automatic renewal can be completed. Finally, the bill specifies that violation of the bill's provisions do not constitute a crime. The author has worked closely with affected business interests and has made several amendments that appear to address all stakeholders' concerns. There is no registered opposition to the bill.*

SUMMARY: Requires any business making an "automatic renewal" or "continuous service" offer to clearly and conspicuously, as defined, disclose terms of the offer and obtain the consumer's affirmative consent to the offer. Specifically, this bill:

- 1) Makes it unlawful for any business making an automatic renewal offer or a continuous service offer to a consumer to do any of the following:



- a) Fail to present the offer terms in a clear and conspicuous manner, as defined, before the subscription or purchasing agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer.
  - b) Charge the consumer's credit or debit card or the consumer's account with a third party for an automatic renewal or continuous service offer without first obtaining the consumer's affirmative consent.
  - c) Fail to provide automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer. If the offer includes a free trial, the business shall disclose how to cancel and allow the consumer to cancel before the consumer pays for the goods or services.
- 2) Requires a business making automatic renewal or continuous service offers to provide a toll-free telephone number, electronic mail address, a postal address if the seller directly bills the customer, or another cost-effective, timely, and easy-to-use mechanism for cancellation that shall be described in the written acknowledgment.
  - 3) Specifies that in the case of a material change in the terms of an automatic renewal or continuous service offer that has been accepted by the consumer, the business shall provide the consumer with a clear and conspicuous notice of the material change and provide information regarding how to cancel in a manner that is capable of being retained by the consumer.
  - 4) Specifies that the requirements of this bill shall only apply to the completion of the initial order for the automatic renewal or continuous service, except as provided.
  - 5) Provides that in any case in which a business sends any goods, wares, merchandise, or products to a consumer, under a continuous service or automatic renewal, without first obtaining the consumer's affirmative consent, in the manner required by this bill, then the goods, wares, merchandise, or products shall be deemed an unconditional gift to the consumer, and the business shall bear any shipping or other related costs.
  - 6) Provides that violation of the provisions of this bill shall not be a crime, but that all civil remedies that apply to a violation may be employed. Specifies, however, that if a business complies with the provisions of this bill in good faith, it shall not be subject to civil remedies.
  - 7) Exempts from the provisions of this bill any service provided by certain businesses or entities, including those regulated by the California Public Utilities Commission, the Federal Communication Commission, or the Federal Energy Regulatory Commission.

#### EXISTING LAW:

- 1) Provides, under the Unfair Competition Law (UCL), that unfair competition includes any unlawful, unfair, or fraudulent business act or practice, including any unfair, deceptive, or untrue advertising, or any act prohibited by the False Advertising Act (FAA). (Business & Professions Code Section 17200 *et seq.*)
- 2) Prohibits any person with the intent, directly or indirectly, to sell any goods or services by making or disseminating statements that the person knows, or should know, to be untrue or misleading, and prohibits any person from making or disseminating any untrue or misleading



statement as part of a plan or scheme to sell goods or services at other than the stated or advertised price. (Business & Professions Code section 17500.)

- 3) Provides that any violation of the FAA is a misdemeanor. (Business & Professions Code sections 17500, 17534.)
- 4) Provides that any person who violates any provision of the FAA is liable for a civil penalty not to exceed \$2,500 for each violation that must be assessed and recovered in a civil action by the Attorney General or by any district attorney, county counsel, or city attorney. (Business & Professions Code section 17536.)
- 5) Provides that a person who has suffered injury in fact and has lost money or property as a result of unfair competition may bring a civil action for relief. (Business & Professions Code section 17204.)
- 6) Provides for injunctive relief, restitution, disgorgement, and civil penalties for FAA violations. (Business & Professions Code sections 17203, 17206.)

COMMENTS: This non-controversial bill is a response to reported consumer complaints that certain businesses, especially those offering magazine subscriptions or other potentially continuous services, lure customers into signing up for "automatic renewals" without the consumer's full knowledge or consent. This bill seeks to address this problem by requiring clear disclosures and affirmative acts of customer consent. The author states:

It has become increasingly common for consumers to complain about unwanted charges on their credit cards for products or services that the consumer did not explicitly request or know they were agreeing to. Consumers report they believed they were making a one-time purchase of a product, only to receive continued shipments of the product and charges on their credit card. These unforeseen charges are often the result of agreements enumerated in the 'fine print' on an order or advertisement that the consumer responded to. The onus falls on the consumer to end these product shipments and stop the unwanted charges to their credit card.

As noted in the author's background material, this bill was prompted in part by an investigation brought by the attorneys general of 23 states, including California, against Time, Inc. The investigations found that subscribers to several magazines published by Time, Inc. were discovering that their subscriptions were automatically renewed even though the customers claimed that they had never knowingly consented to the renewals. In 2006, the investigation resulted in a settlement agreement between the Attorneys General and Time that requires Time to more clearly disclose renewal terms and ensure that the consumer take some affirmative step to acknowledge consent or rejection of the automatic renewal offer. According to the author, the specific disclosure and consent requirements in this measure are modeled after, though not identical to, those set forth in the Time settlement.

ARGUMENTS IN SUPPORT: According to the California Public Interest Research Group (CALPIRG), "this bill will help ensure that consumers only get into an ongoing subscription if they want to." According to the Consumer Federation of California, this measure will curb deceptive marketing practices that are used to sell everything from magazine subscriptions to "free trial" offers that lock consumers into an ongoing purchase agreement. Supporters generally



SB 340

Page 4

contend that this is a straightforward measure reflecting the basic premise that consumers deserve to know the terms and conditions to which they are agreeing.

Author's Technical Amendments: The author wishes to take the following technical and clarifying amendments:

- On page 4 after line 9 insert:

*(e) "Consumer" means any individual who seeks or acquires, by purchase or lease, any goods, services, money, or credit for personal, family, or household purposes.*

- On page 4 line 32 and on page line 16 change "customer" to "consumer"

PRIOR LEGISLATION: AB 88 (Chapter 77, Stats. of 2003) provides that a contract for a good or service that is made in connection with a telephone solicitation is unlawful if the telemarketer is in violation of a recent Federal Trade Commission (FTC) rule requiring that the seller obtain specified information and express consent directly from the consumer and, under certain circumstances, maintain a recording of the call. (This present bill would similarly require that automatic renewal offers made over the telephone comply with federal telephonic marketing regulations.)

REGISTERED SUPPORT/OPPOSITION:

Support:

California Alliance for Consumer Protection  
California Public Interest Research Group (CALPIRG)  
Consumer Federation of California

Opposition:

None on file

Analysis Prepared by: Thomas Clark / JUD. / (916) 319-2334



Exhibit 3



9/8/22, 4:57 PM

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UFC Fight Pass



SCHEDULE

PPV

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SIGN-UP

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Every week is fight week with UFC Fight Pass! Watch the best and most exciting combat sports events from around the world from Lethwei to MMA.



### ORIGINALS

Best-in-class original programming providing the most compelling storytelling and memorable moments across all of combat sports.



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Exclusive access to the world's largest MMA library, including legendary fights and events from UFC, PRIDE, Invicta FC, Strikeforce, and WEC.

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## CHOOSE YOUR UFC FIGHT PASS PLAN

MOST POPULAR

9/8/22, 4:57 PM

UFC Fight Pass



SCHEDULE

PPV

LOG IN

SIGN-UP

9.99  
USD

Access to exclusive prelims for all PPV events, the entire UFC Fight Library, live martial arts events from around the world and exclusive original series and shows.

- Over 1,000 hours of live combat sports action from around the globe
- Recurring payment of \$9.99 per month

SELECT

99.99  
USD

Access to exclusive prelims for all PPV events, the entire UFC Fight Library, live martial arts events from around the world and exclusive original series and shows.

- Over 1,000 hours of live combat sports action from around the globe
- Recurring payment of \$95.99 every year

SELECT

*Subscription will auto-renew unless cancelled prior to the applicable renewal*

9/8/22, 4:57 PM

UFC Fight Pass

**UFC** FIGHT PASS

SCHEDULE

PPV

LOG IN

SIGN-UP

# ANYTIME. ANYWHERE. ANY DEVICE.



9/8/22, 4:57 PM


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Exhibit 4

**UFC**  
fight pass

1

SELECT A PLAN


2

CREATE LOGIN

3

CHECKOUT

SIGN IN



Monthly

US\$9.99 / Month

Access to exclusive prelims for all PPV events, the entire UFC Fight Library, live martial arts events from around the world and exclusive original series and shows.

✓ Over 1,000 hours of live combat sports action from around the globe.

✓ Monthly subscription, cancel anytime

SELECT LICENCE

Annual

US\$95.99 / Year

Access to exclusive prelims for all PPV events, the entire UFC Fight Library, live martial arts events from around the world and exclusive original series and shows.

✓ Over 1,000 hours of live combat sports action from around the globe

✓ Save 20% when compared to the monthly subscription. Recurring payment of \$95.99 every year

SELECT LICENCE

Exhibit 5



1

SELECT A PLAN

2

CREATE LOGIN

3

CHECKOUT

SIGN IN

EN

CREATE ACCOUNT

Email \*

Full Name \*

BILLING ADDRESS

Country \*

United States

Zip Code \*

State

Address line 1

Password \*

Confirm Password \*

CREATE ACCOUNT

ORDER SUMMARY

MONTHLY

US\$9.99

Access to exclusive prelims for all PPV events, the entire UFC Fight Library, live martial arts events from around the world and exclusive original series and shows

✓ Over 1,000 hours of live combat sports action from around the globe

✓ Monthly subscription, cancel anytime

Tax Calculated At Checkout

Exhibit 6

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SUBMIT

Exhibit 7



MENU ▾



PAGE

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As a Site account holder you may submit Content to the Service, including but not limited to, user comments. You understand that UFC® does not guarantee any confidentiality with respect to any Content you submit and you acknowledge and agree that Zuffa may use and permit third parties to use anything you submit or otherwise provide or make available to Zuffa, including without limitation, information available through any Third Party Platform (e.g., Facebook, Twitter, etc) used to access any Site.

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This website and all materials incorporated on this website (including, but not limited to text, photographs, graphics, video and audio content) are protected by copyrights, patents, trade secrets or other proprietary rights under laws of the United States and other countries. Some of the logos or other images incorporated by UFC® on this website are also protected as registered or unregistered trademarks, trade names and/or service marks ("Trademarks") owned by UFC®. All other trademarks are the property of their respective owners. Use of the Trademarks of UFC® or of any other party is not authorized in any manner other than as incorporated into this website. UNAUTHORIZED COPYING, REPRODUCTION, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING OR DUPLICATING OF ANY OF THE MATERIAL, IN WHOLE OR IN PART, IS EXPRESSLY PROHIBITED. Any unauthorized use may subject the offender to civil liability and criminal prosecution under applicable federal and state law.

### **Infringement Notice.**

If you believe that any content appearing on this website has been copied in a way that constitutes copyright infringement under the laws of the U.S, please forward the following information to the Copyright Agent named below:

- Your name, address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- The exact URL or a description of where the alleged infringing material is located;

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copyright interest; and

- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Zuffa, LLC  
Attn: Legal Department  
P.O. Box 26595  
Las Vegas, NV 89126  
Facsimile: (702) 221-4703

Please note that while UFC® seeks to preserve any and all exemptions from liability that may be available under the copyright law, this is not a stipulation that UFCFIGHTPASS.com is a service provider as defined in 17 U.S.C § 512(c) or elsewhere in the law.

**Special Terms and Conditions Applicable to Subscription Products, online Pay Per View, and Other Services/Products Offered for Purchase Through the Site.**

We reserve the right to modify the price of any Subscription Product, online Pay Per View, and/or any other services/products offered for purchase through the Site. We are not responsible for any error in copy or images relating to any Subscription Product or any other services/ products offered for purchase through the Site.

In order to purchase a Subscription Product, online Pay Per View, or other services/products offered for purchase through the Site, you may be required to provide complete and accurate personal information, including, without limitation, your name, address, telephone number, e-mail address, credit card information and billing address. Our [Privacy Policy](#) explains how such information collected via the Site may be used by us. Your ability to purchase Subscription Products and/or other services/products offered for purchase through the Site is subject to limits established by your credit card issuer. You must notify us immediately of any change in your credit card information, including any change to your home address. By utilizing a credit or debit card for purchase of any of the Subscription Products or any other services/products offered for purchase through the Site, you authorize us to charge such card on a periodic basis as specified in the amount described on the applicable Subscription Product or other services/products purchase path(s).

Pay Per View events purchase includes viewing for 24 hours from the event start. If purchased as a rental after the event, includes viewing of 24 hours from purchase.

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to [UFCTVSupport@UFC.com](mailto:UFCTVSupport@UFC.com) cancellation will become effective as of the next monthly billing cycle following receipt.

The UFC® reserves the right to block access to any online event to any regions or territories at the UFC®'s discretion and for any reason. Blackout restrictions may apply.

Under this agreement, the payment processing services for the Service will be provided by NeuLion Limited, on behalf of UFC®, depending on the type of payment methods used for the purchase of the Services.

We have contracted with NeuLion, Inc. to provide services that provide You (the subscriber who pays a fee) with the ability to access and view our content. The payment processing relating to the ability to view the content for those subscribers in Europe will be provided by NeuLion, Limited. (NeuLion, Limited and NeuLion, Inc. are collectively referred to herein as "NeuLion".) NeuLion's Terms of Use and Privacy Policy are available at [www.neulion.com](http://www.neulion.com). Payment for the ability to view our content is made to NeuLion, on our behalf, based upon the subscription plan that you sign up for. The subscription fee will be processed through NeuLion and will be processed in a secure manner by a third party payment services provider retained by NeuLion. Questions concerning payment processing for subscribers in Europe can be addressed via live chat, email at [Support@UFC.TV](mailto:Support@UFC.TV) or NeuLion, Limited, located at 69 Wilson Street, 2nd Floor, London EC2A 2BB, United Kingdom or NeuLion, Inc., located at 1600 Old Country Road, Plainview, NY 11803.

### **Online Pay Per View is for residential use only.**

Commercial locations in the United States are required to license the Pay Per View from our commercial distributor Joe Hand Promotions, Inc., 407 E. Pennsylvania Blvd., Feasterville, PA 19053. Commercial locations in English Canada are required to license the Pay Per View from our commercial distributor Premium Sports Broadcasting, Inc., 650 Columbia Street New Westminster, BC V3M 1A9. Commercial locations in Australia are required to license the Pay Per View from our commercial distributor FOXTEL. Commercial locations in New Zealand are required to license the Pay Per View from our commercial distributor SKY.

### **Refunds.**

In order to provide the highest customer satisfaction possible, we will refund the purchase price paid for any Subscription Product, as follows:

## MENU

your access to such Subscription Product is cancelled by you within five (5) days of the purchase date, we will make a reasonable effort to refund to the credit card you used to subscribe to such Subscription Product an amount equal to the total amount you paid for access to the Subscription Products in the current term of your subscription less the amount of a Weekly Pass for such Subscription Product. If your access to such Subscription Product is cancelled by you after five (5) days of the purchase date, you will not be eligible for a refund.

- Your access to the Subscription Product is cancelled by us at any time, we will make a reasonable effort to refund to the credit card you used to subscribe to such Subscription Product a prorated amount equal to the total amount you paid for access to the Subscription Product in the current term of your subscription times the fraction of the term of your subscription that remains on the date of termination, except if we allege that you have violated the Terms of Use, in which case you will not be eligible for a refund.
- If you have purchased a Subscription to any Subscription Product you will not be entitled to any refund if your access to the Subscription Product is terminated.
- If we are unable to post a refund to your credit card, including because your credit card account is closed or otherwise unavailable when we attempt to post the refund, or if we allege that you have violated the Terms of Use, you agree that you will forfeit the amount due to you (if any) under this paragraph. Please note that we may not be able to post refunds for subscriptions that are paid for through the use of "single use" credit card numbers or similar "disposable" payment methods. We recommend that you do not use these payment methods to pay for your subscription to the Services; if you choose to use them despite our recommendation, you do so at the risk that we may not be able to provide you with a refund under this paragraph.
- Our reasonable effort to provide you with a refund, as described above, will be your exclusive remedy if you or we terminate your access to the Services, including in the event that you claim we breached our obligations to you.

By accepting this Agreement, you agree that we may notify you about changes to prices and/or the Subscription Products by sending an e-mail message to your e-mail address on file with us and by publishing such notices from time to time on the informational page(s) of the Site. It is your responsibility to notify us of any change in your e-mail address by logging in to the Site and using the online account management tool. If your e-mail service includes functionality or software that catalogues your e-mails in an automated manner, it is your responsibility to ensure that those e-mails we send to you reach your inbox, either by routinely monitoring your bulk, junk and/or spam e-mail folders or by adding us to your address book or safe senders list.

### Deactivation/termination of your registration

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further obligation of any kind whatsoever to you or any other party.

### Account Termination Policy

UFC® will terminate a user's access to the Service if, under appropriate circumstances, the user is determined to be in violation of the Terms of Use, at any time, without prior notice and in its sole discretion.

### General Use of the Service – Permission and Restrictions.

UFC® hereby grants you permission to access and use the Service as set forth in these Terms of Service, provided that:

- You agree not to distribute in any medium any part of the Service or the Content without UFC®'s prior written authorization.
- You agree not to alter or modify any part of the Service.
- You agree not to access Content through any technology or means other than the video playback pages of the Service itself or other explicitly authorized means UFC® may designate.
- You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Service in a manner that sends more request messages to the UFC® servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. UFC® reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Service, nor to use the communication systems provided by the Service (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their Content.
- In your use of the Service, you will comply with all applicable laws.
- UFC® reserves the right to discontinue any aspect of the Service at any time.

You may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works, transmit, or in any way exploit any part of this website, except that you may access and display material and all other content displayed on this website for non-commercial, personal, entertainment use on a single computer only. Without limited the generality of the foregoing, you may not distribute any part of this website over any network, including a local area network, nor sell or offer it for sale. In addition, these files may not be used to construct any kind of database. Also, decompiling, reverse engineering, disassembling, or otherwise reducing the code used in any software on this website into a

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### Warranty Disclaimer.

You agree that your use of the services shall be at your sole risk. To the fullest extent permitted by law, UFC®, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the services and your use thereof. UFC® makes no warranties or representations about the accuracy or completeness of this site's content or the content of any sites linked to this site and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our services, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from our services, (iv) any bugs, viruses, trojan horses, or the like which may be transmitted to or through our services by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the services. UFC® does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the services or any hyperlinked services or featured in any banner or other advertising, and UFC® will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

### Limitation of Liability.

In no event shall UFC®, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our services, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from our services, (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our services by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the services, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that UFC® shall not be liable for content or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely

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makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

### **Indemnity.**

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless UFC®, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; or (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. This defense and indemnification obligation will survive these Terms of Service and your use of the Service, (iv) any bugs, viruses, trojan horses, or the like which may be transmitted to or through our services by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the services. UFC® does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the services or any hyperlinked services or featured in any banner or other advertising, and UFC® will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

### **Submissions and Postings.**

UFC® does not accept unsolicited submissions of concepts, creative ideas, suggestions, stories, merchandise, or other potential content. This is to avoid the possibility of future misunderstanding when projects developed by UFC® staff or representatives might seem to others to be similar to the submitted concepts, creative ideas, suggestions, stories or other potential content. Therefore, please do not send UFC® any unsolicited submissions.

To the extent that use of the website provides you or other users an opportunity to post and exchange information, content, ideas and opinions ("Postings"), be advised that UFC® does not screen, edit, or review Postings prior to their appearance on the website or elsewhere, and Postings do not necessarily reflect the views of UFC®. To the fullest extent permitted by applicable laws, UFC® excludes all responsibility and liability for the Postings or for any losses or expenses resulting from their use and/or appearance on the website or elsewhere. You hereby represent and warrant that you have all necessary



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In any event, no material you send to us will be treated as confidential and may be used by Zuffa and third parties for any and all purposes.

### **Moderation/Monitoring.**

UFC® shall have the right, but not the obligation, to monitor any Postings or other material on UFCFIGHTPASS.com. UFC® shall have the right in its sole discretion to edit, refuse to post or remove any material submitted or posted to UFCFIGHTPASS.com. Without limiting the foregoing, UFC® shall have the right to remove any material that UFC®, in its sole discretion, finds to be in violation of this Agreement or otherwise objectionable.

### **Assignment.**

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by UFC® without restriction.

### **Applicable Law and Jurisdictional Matters.**

You agree that: (i) the Service shall be deemed solely based in Nevada; and (ii) These Terms of Service shall be governed by the internal substantive laws of the State of Nevada, without respect to its conflict of laws principles. Any claim or dispute between you and UFC® that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Clark County, Nevada. The parties all consent to the jurisdiction of such courts agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it. These Terms of Service, together with the [Privacy Notice](#) and any other legal notices published by UFCFIGHTPASS.com on the Service, shall constitute the entire agreement between you and UFC® concerning the Service.

YOU AND UFC® AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

### **Severability.**

If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service

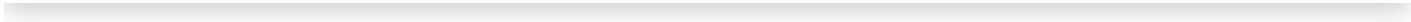
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it is your responsibility to review these Terms of Service for any changes. Your use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms.

**IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY ALL OF THE FOREGOING TERMS PLEASE DO NOT ACCESS AND/OR USE THE WEBSITE.**

**UFC**[The Sport](#)[UFC Foundation](#)[Careers](#)[Store](#)**SOCIAL MEDIA**[IRL](#)[Facebook](#)[Instagram](#)[TikTok](#)[Twitch](#)[Twitter](#)[YouTube](#)**HELP**[Fight Pass FAQ](#)[Devices](#)[Press Credentials](#)**LEGAL**[Terms](#)[Privacy Policy](#)[Ad Choices](#)[Do Not Sell My Personal Information](#)

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UFC.COM - UNITED STATES

UFC	SOCIAL MEDIA	HELP	LEGAL
<a href="#">The Sport</a>	<a href="#">IRL</a>	<a href="#">Fight Pass FAQ</a>	<a href="#">Terms</a>
<a href="#">UFC Foundation</a>	<a href="#">Facebook</a>	<a href="#">Devices</a>	<a href="#">Privacy Policy</a>
<a href="#">Careers</a>	<a href="#">Instagram</a>	<a href="#">Press Credentials</a>	<a href="#">Ad Choices</a>
<a href="#">Store</a>	<a href="#">TikTok</a>		
	<a href="#">Twitch</a>		
	<a href="#">Twitter</a>		
	<a href="#">YouTube</a>		



Exhibit 8



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PAGE

# PRIVACY POLICY

Effective Date: December 30, 2019

## What's New?

- We've added more detail in what data we collect, how we use your data, and who we share it with.
- We've updated our policy to include new rights to opt out of the sale of your data under applicable laws.
- We've included additional information about rights of some customers under new California laws relating to data privacy.

## UFC PRIVACY POLICY

We are UFC and we know that our fans are a key part of what makes the UFC community successful. Our commitment to our fans includes handling data responsibly.

This Privacy Policy describes how we use the data we collect from you through our digital properties ("Site"), when you buy a ticket or other merchandise from us online, when you view UFC programming on one of our online channels (including UFC FIGHT PASS and UFC.tv), when you attend our events in person, and when you otherwise interact with UFC marketing, contests, sweepstakes, and surveys (collectively our "Services").

Please read this Privacy Policy carefully to understand how we will treat your information.

**MENU**[WHO WE ARE](#)[HOW WE COLLECT INFORMATION ABOUT YOU](#)[INFORMATION WE COLLECT AND HOW WE USE IT](#)[DISCLOSURE OF YOUR INFORMATION](#)[MARKETING AND ADVERTISING](#)[SOCIAL SHARING FEATURES](#)[DO NOT TRACK](#)[STORAGE AND TRANSFER OF INFORMATION](#)[CHILDREN](#)[OPTING OUT OF THE SALE OF YOUR PERSONAL INFORMATION](#)[YOUR CALIFORNIA PRIVACY RIGHTS](#)[SECURITY](#)[LINKS TO THIRD PARTY WEBSITES](#)

**MENU****WHO WE ARE**

We are UFC, including our main company Zuffa, LLC and affiliated entities. We are also part of Endeavor and share data with its affiliated entities ("Endeavor"). If you would like a list of relevant entities, please submit an [Information Request to the Privacy Team](#).

Like any company, we use a variety of third party businesses and partners to market and provide our Services to you. Some of those companies are part of Endeavor and some are third parties that we partner with or support our operations so we can provide the best experience to you.

**HOW WE COLLECT INFORMATION ABOUT YOU****Directly From You**

You may provide us with personal information in a number of ways, such as when you:

- - Provide information to us via our websites, applications, and other digital channels by signing up, creating accounts (including using social media login), filling out forms, commenting, or otherwise engaging with our online services;
- - Communicate with us by e-mail or phone;
- - Subscribe to e-mails and/or newsletters;
- - Report a problem or request support for any of our Services;

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- - Subscribe to UFC content online at UFC FIGHT PASS, UFC.tv, and other online official video or streaming partners; and
- - Attending any UFC event (e.g. ticket scanning, CCTV, and other on location interactions you may have with us.

**Information We Collect From Other Sources**

We work closely with third parties (for example, technical service providers, ticketing providers, promotions companies, advertising networks, analytics providers, and search information providers) and may receive information about you from them. Depending on the relationship and activity, they will provide us with certain information that will help us understand how you interact with UFC Services so we can tailor our marketing and provide better, more personalized Services to you. In some cases, third parties also provide us with information that helps us keep track of transactions, address technical or logistical issues, prevent fraud, or keep our UFC community safe from security threats.

We may also receive and display information and content which you make publically available on your social media account when you use social media logins for our Services or interact with any of our content (such as contests).

Some of our key partners and service providers who may provide us with personal information about you are:

- - - Media and digital content partners, who we partner with to share exclusive content, including PPV packages of UFC events;
  - - E-commerce platforms and service, which provide UFC merchandise to UFC fans around the world;
  - - Ticket sellers around the world who sell tickets to UFC events; and
  - - Venues which host UFC events and provide various marketing, advertising, customer support, and security services related to UFC events.

We may also receive and display information and content which you make publically available on your social media account, such as when you post using one of our promoted hashtags.

**INFORMATION WE COLLECT AND HOW WE USE IT**



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## sharing

Personal and online identifiers (such as first and last name, email address, phone number, usernames, or unique online identifiers)	Directly from you	To provide and	Customer service partners
	Marketing partners	Improve the Services	Marketing sponsors and partners
		Personalization of the Services	Ad networks
		Customer support	E-Commerce vendors
		Marketing and targeted advertising	Endeavor
Financial Account Information (such as credit card numbers, bank account information, Paypal account information)	Directly from you	Security and fraud prevention	Analytics services
			E-Commerce vendors
	Payment providers	To provide the Services	Payment providers
Customer Profile Information (such as race, gender, age range, income range, ad demographics)	E-Commerce vendors	To sell you merchandise, tickets, or UFC content	Fraud and cybersecurity companies
			Endeavor
	Directly from you	To provide and improve the Services	Endeavor
	Marketing partners		Analytics services

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Direct marketing

Marketing sponsors and

Targeted advertising partners

Analytics

Research and  
development

Security and fraud  
prevention

To Provide and  
Improve the Services Endeavor

Customer Support Analytics services

Analytics Technology service providers

Research and  
Development E-Commerce Vendors

To Provide and  
Improve the Services Endeavor  
Analytics services

Customer Support

Transactional Information

Directly from you

E-Commerce vendors

Communications with you (such as customer  
support messages, emails, social media posts)

Directly from You

Customer support partners

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Customer Service Partners

Online Activity Information (such as browsing history, search history, interactions with a website, email, application, or advertisement)	Directly from You	To Provide and Improve the Services	Endeavor
	Cookies and similar technologies	Personalization of the Services	Technology service providers
	Marketing partners	Direct marketing	Analytics services
	Advertising networks	Targeted advertising	Ad networks
	Third party data providers		
Non-Precise Geolocation information (such as zip or area code, state, country)	Directly from you	To provide and improve the Services to you	Endeavor affiliates
	Cookies and similar technologies	Personalization of the Services	Ad networks
	Marketing sponsors	Fraud and cybersecurity	Technology service providers
	Technology service providers	Direct marketing	Marketing sponsors
	Ad networks	Targeted advertising	

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	Directly from you (such as when you interact with certain apps at our events)	Personalization of the services	Endeavor
Sensory information (such as audio, electronic, visual, or similar information)	Technology service providers (such as apps and third party analytics platforms activating services at our events)	Enhancing live event experiences	Technology services providers
		Research and development	
		To Provide and improve the Services	Endeavor
	Endeavor	Personalization of the Services	Ad networks
Inferences drawn from the above information about your predicted characteristics and preferences	Third party data providers	Direct marketing	Marketing sponsors
	Marketing sponsors	Targeted advertising	Technology service providers
		Analytics	Analytics companies
Other information about you that is linked to the personal information above	Directly from you	To Provide and Improve the Services	Endeavor
	Endeavor	Personalization of the Services	Ad networks
	Third party data providers		Marketing sponsors
	Marketing sponsors.		

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We may also use the information we have about you:

- ◦ - as necessary if we believe there has been a breach of the [Terms of Use](#) or the rights of any third party, or
- - to comply with legal and/or regulatory requirements.

We combine information we receive from other sources with information you give to us and information we collect about you. We use this combined information for the purposes set out above.

**DISCLOSURE OF PERSONAL INFORMATION**

We do share data with third parties, including event sponsors and Endeavor, and the other categories of partners as listed above. Some of these disclosures of data may be constitute a sale of data under some data privacy laws. Accordingly, we offer the option for you to opt out of the sale of your personal information, as further set forth below.

We may share your personal information with Endeavor and with selected third parties including:

- - business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you in order to provide you with a product or service;
- - business partners, suppliers and sub-contractors to provide you with information about promotions and offers;
- - advertisers, advertising networks and social networks that require the data to select and serve relevant advertisements to you and, in some cases, to others. For more information on how we use personal information for targeted advertising, see below; and
- - analytics and search engine providers that assist us in the improvement and optimization of the Service.

We may disclose your personal information to third parties:

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- - if we are under a duty to disclose or share your personal information in order to comply with any legal obligation, or in the event of an emergency, or in order to enforce or apply our [Terms of Use](#) and other agreements, or to protect the rights, property, or safety of UFC, Endeavor, our customers, clients or others; and
- - to any other third party not covered in this policy with your prior consent.

**MARKETING AND ADVERTISING****Targeted Advertising**

We use your personal information to tailor our marketing and advertising efforts. To do this, we provide your information to third party advertising networks (such as Google Doubleclick) and social media companies (such as Facebook). When we provide data to agencies, ad networks, and other parties for targeted advertising, we do not provide them with your name, financial information, or any sensitive information (such as an government ID or date of birth, if we have collected that). We use online identifiers such as email, cookie addresses, and device identifiers to help us provide targeted advertising to you and others like you. We may also use aggregate information to help advertisers reach the kind of audience they want to target. We may make use of the personal information we have collected from you to enable us to display advertisements to target audiences;

To opt out of targeted advertising, you may use the following links provided by third parties that manage opt outs for some ad networks:

<http://preferences-mgr.truste.com>,  
[http://www.networkadvertising.org/managing/opt\\_out.asp](http://www.networkadvertising.org/managing/opt_out.asp)  
<http://www.aboutads.info/>  
<https://policies.google.com/privacy/partners>

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mailing lists, purchase a ticket or UFC merchandise, or subscribe to UFC content online. If you provide us with your email address in order to receive communications, you can opt out at any time by using the unsubscribe links at the bottom of our emails.

**Mobile Notifications**

With your consent, we may send promotional and non-promotional push notifications or alerts to your mobile device. You can deactivate these messages at any time by changing the notification settings on your mobile device.

**SOCIAL SHARING**

You may be able to use social sharing features and other integrated tools on the Site such as the Facebook "Like" button. These features and tools may permit you to share actions you take on our Service with other media, and vice versa. Your use of such features enables the sharing of information with your friends or the public, depending on the settings you establish with the service that provides the social sharing feature. Please remember, though, that use of the information you share on social media sites will be governed by the privacy policies of the social media provider, and we are not responsible for how they treat the information.

**COOKIES**

We and trusted third parties use cookies and similar technologies on the Site to collect and process personal information. For more information, please see our [Cookie Notice](#).

**DO NOT TRACK**

Some web browsers may transmit "do-not-track" signals to the websites with which the user communicates. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether you intend for these signals to be transmitted, or whether you even are aware of them. Because there currently is no industry standard concerning what, if anything, websites should do when they receive such signals, we currently do not take action in response to these signals.

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where your information will likely be stored and processed. Your information may be disclosed in response to inquiries or requests from government authorities or to respond to legal process in the countries in which we operate and/or store your information.

**CHILDREN**

We do not knowingly collect information from children who are under 13 years old. If you are a parent or guardian of a child who is 13-16 years old and using our Services, please send us an email at [dataprivacy@ufc.com](mailto:dataprivacy@ufc.com) to opt in or request deletion of any personal information we may have collected about the child. If you are a parent or guardian of a child who is under 13 years old and using our Services, please contact us to arrange for deletion of any personal information we may have collected about the child.

**OPTING OUT OF THE SALE OF YOUR PERSONAL INFORMATION**

WE DO NOT SELL YOUR PERSONAL INFORMATION FOR MONEY.

However, sometimes we share your data with sponsors, vendors, Endeavor, and third party advertising networks. These transfers, which are used to provide you with certain Services and/or to more effectively provide you with personalized Services (including advertising), can be deemed a sale under some data privacy laws.

You may opt out of the sale of your personal information by clicking on the Do Not Sell My Personal Information button on our site or calling 1-866-983-0571. You will be asked to provide certain information to us in order to exercise this option so we can verify your identity and locate your records with us.

Please note that your decision to opt out of the sale of your personal information may impact the availability and quality of some of the Services provided to you. For example, if you choose to opt out of the sale of your personal information with regard to UFC FIGHT PASS, your account will need to be suspended because the service relies on certain data to function.

**CALIFORNIA PRIVACY RIGHTS**



**MENU**

- - **Information about You:** You may ask for us to state what categories of personal information about you we have, and the categories of sources from which we collect your personal information;
- - **Receive a Copy of Your Data:** You may request the categories and specific pieces of information (if any) we have about you, the categories of personal information that we have disclosed about you for a business purpose, and the categories of third parties with which we have shared personal information in the previous 12 months.
- - **Delete Your Data:** You may request that we delete the personal information we have collected from you.
- - **Do-Not-Sell:** You may opt out of our sale(s) of your personal information, as “sale” is defined by California law. Please see above for more information.
- - **Non-Discrimination:** California law prohibits discrimination against you for exercising your privacy rights..

Note: Where certain technologies rely on your data to provide the Services, the absence of that data may impact the operation of the Services.

**How to Exercise Your Rights.** To exercise any of the above rights, please follow the instructions below:

- - By phone at 1-866-983-0571
- - Online by using this [webform](#)

If you have an online account with UFC FIGHT PASS, you may also exercise your rights through the menu options available to you in the account settings.

If you have any other request you wish to submit to the UFC Privacy Team, you may email us at [dataprivacy@ufc.com](mailto:dataprivacy@ufc.com).

**Verification Process and Required Information.** All requests must be verified. Some requests, including receiving a copy of your data or requests made by an agent claiming to be acting on your behalf, are subject to heightened requirements. If we cannot verify your identity based on the information provided, a request for a copy of your data shall be treated as a request for information and if we cannot verify your identity, a request to delete personal information may be treated as a request to opt-out of the sale of personal information.

**MENU****SECURITY**

We use a variety of administrative, physical, and technology solutions, including engaging with qualified cybersecurity companies, to protect your information from unauthorized access, loss, or misuse. Because there is always some risk in transmitting information over the internet and otherwise processing information, we cannot and do not guarantee or warrant the security of any information that you transmit on or through the Services or that we otherwise maintain.

**LINKS TO THIRD PARTY WEBSITES**

Our Services, newsletters, email updates and other communications may, from time to time, contain links to and from the websites of others, including our partner networks, retail partners, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies.

**UPDATES**

Any updates we may make to our Privacy Policy will be posted on this page, and we may also provide a website notice of any material changes for a reasonable period of time. Please check back frequently to see any updates or changes to our Privacy Policy. If you do not agree or consent to these updates or changes, do not continue to use the Services.

**CONTACT**

Questions or comments regarding this Privacy Policy should be emailed to [dataprivacy@ufc.com](mailto:dataprivacy@ufc.com)

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Do Not Sell My Personal Information

Exhibit 9



MENU ▾



PAGE

# COOKIE POLICY

Effective Date: May 24, 2018

## COOKIE POLICY

Zuffa, LLC ("we", "us", "our") are committed to protecting and respecting your privacy as described in our Privacy Notice, of which this Cookie Policy forms a part.

By consenting to this cookie policy ("Cookie Policy"), you acknowledge and consent to our website using cookies and other similar technologies (as described below) to distinguish you from other users of our website and for analytics. This helps us to provide you with a good experience during your visit to our website. This also allows us to improve our website and provide you with tailored content and advertising. For example we can recognise and remember important information that will make it more comfortable browsing our website such as preferred settings.

A cookie is a small file of letters and numbers that we store via your browser on the hard drive of your computer or your mobile device, if you consent.

We may automatically collect and store certain information about your interaction with our website, including IP addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamps, and related data. We use this information, which does not identify individual users, solely to improve the quality of our products and services.

**MENU****First party cookies**

- - **Session Cookies** (Technical Cookies): Their use is strictly limited to sending the session identifiers (random numbers generated by the server) needed for secure and efficient Website browsing. They are not permanently stored on the user's computer and are deleted upon browser closing. In particular, the use of the session cookies aims at ensuring security and improving of the offered service; and
- - **Technical Cookie**: It is required to keep track of the consent given by the user.

The described cookies do not require your consent to be installed and used.

**Third party cookies**

Some third parties can also provide cookies on our website(s). These cookies or similar technologies are managed by the third parties set out in the table below, and are divided into the following categories:

- - **Analytical Cookies**: we use Google Analytics, the web analytics service offered by Google, Inc. ("Google") to analyse how our Website is used. This service uses cookies generating information on your use of our Website (including your IP address), collected from Google in an anonymous form. Disabling these third-party cookies does not affect the Website use;
- - **Marketing/Advertising**: Cookies used to provide advertising services on a given Website fall within this category. Disabling these third-party cookies does not affect the Website use; and
- - **Profiling Cookies**: They are used to trace the user's network browsing and create profiles about his/her tastes, behaviour, choices, etc. These cookies allow the transmission of online advertising messages to the user's device [with the preferences already expressed by that same user when browsing]. In accordance with applicable laws, using these cookies and any processing related thereto require the prior user's consent. Disabling these third-party cookies does not affect the Website use.

**MENU****Type of Cookie:** Google Analytics

**Purpose of Cookie:** The web analytics service offered by Google, Inc. ("Google"), to analyse how our Website is used. This service uses cookies generating information on your use of our Website (including your IP address), collected from Google in an anonymous form. Disabling these third-party cookies does not affect the Website use. These cookies are used to collect information about how visitors use our website. We use the information to compile reports and to help us improve the website. The cookies collect information in an anonymous form, including the number of visitors to the website, where visitors have come to the website from and the pages they visited.

**Profiling:** yes

**Duration:** Varies

**Link:** <https://www.google.com/analytics/terms/us.html>

**Type of Cookie:** Doubleclick / AdWords

**Purpose of Cookie:** Ad targeting / relevance.

**Profiling:** yes

**Duration:** Varies

**Link:** <https://policies.google.com/technologies/ads>

**Type of Cookie:** Facebook

**MENU**

**Duration:** Varies

**Link:** <https://www.facebook.com/policy.php>

**Type of Cookie:** Youtube

**Purpose of Cookie:** Ad targeting / relevance.

**Profiling:** yes

**Duration:** Varies

**Link:** [https://support.google.com/youtube/answer/7671399?p=privacy\\_guidelines&hl=en&visit\\_id=1-636627269713290487-2925436020&rd=1](https://support.google.com/youtube/answer/7671399?p=privacy_guidelines&hl=en&visit_id=1-636627269713290487-2925436020&rd=1)

**Type of Cookie:** Yahoo

**Purpose of Cookie:** Ad targeting / relevance.

**Profiling:** yes

**Duration:** Varies

**Link:** <https://policies.oath.com/us/en/oath/privacy/>

**Type of Cookie:** Snapchat



**MENU**

**Duration:** Varies

**Link:** <https://www.snap.com/en-US/privacy/privacy-policy/>

**Type of Cookie:** The Trade Desk

**Purpose of Cookie:** Ad targeting / relevance.

**Profiling:** yes

**Duration:** Varies

**Link:** <https://www.thetradedesk.com/general/privacy-policy>

**Type of Cookie:** Twitter

**Purpose of Cookie:** Ad targeting / relevance.

**Profiling:** yes

**Duration:** Varies

**Link:** <https://twitter.com/privacy>

You also acknowledge and consent to the use of third party cookies (including, for example, those provided by operators of advertising networks and providers of external services like web traffic analysis services). You acknowledge that where we allow advertising networks,

**MENU**

Most internet browsers are set up by default to accept cookies. However, if you want to refuse or delete any cookies (or similar technologies), please refer to the help and support area on your internet browser for instructions on how to block or delete cookies (for example: Internet Explorer, Google Chrome, Mozilla Firefox and Safari). Please note you may not be able to take advantage of all the features of our Website, including certain personalised features, if you delete or refuse cookies.

To opt out of Google Analytics, visit <https://tools.google.com/dlpage/gaoptout>.

For more information on managing cookies, please go to [www.allaboutcookies.org](http://www.allaboutcookies.org)

**If you are a resident in the EU:**

For more information on managing cookies, please visit [www.youronlinechoices.eu](http://www.youronlinechoices.eu) which has further information about behavioral advertising and online privacy.

**Changes to our Cookie Policy**

This Cookie Policy may be updated from time to time.

If we change anything important about this Cookie Policy we will notify you through a pop-up on the website for a reasonable length of time prior to and following the change. You may review the Cookie Policy by visiting the website and clicking on the "Cookie Policy" link.

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Do Not Sell My Personal Information

Exhibit 10



✓

SELECT A PLAN

✓

CREATE LOGIN


3


CHECKOUT

HOMEEN




PAYMENT METHODS

EXPRESS CHECKOUT



PAY WITH

OR

DEBIT/CREDIT CARD

ORDER SUMMARY

MONTHLY

US\$9.99

Access to exclusive prelims for all PPV events, the entire UFC Fight Library, live martial arts events from around the world and exclusive original series and shows

✓ Over 1,000 hours of live combat sports action from around the globe


✓ Monthly subscription, cancel anytime

Tax Calculated At Checkout

Promo code

APPLY

Exhibit 11



✓

SELECT A PLAN

✓

CREATE LOGIN


3

CHECKOUT

HOME

EN

SELECTED PAYMENT METHOD

 Debit or Credit Card

Change

BILLING ADDRESS

United States, 90290

Change

CARD DETAILS

CARD NUMBER

1234 1234 1234 1234

EXPIRY DATE

MM / YY

CVC

CVC

THIS PAGE IS SECURE AND ENCRYPTED

ORDER SUMMARY

MONTHLY

US\$9.99

Access to exclusive prelims for all PPV events, the entire UFC Fight Library, live martial arts events from around the world and exclusive original series and shows

✓ Over 1,000 hours of live combat sports action from around the globe

✓ Monthly subscription, cancel anytime

Subtotal

US\$9.99

Tax

US\$0.00

Promo code

APPLY

Total

US\$9.99

SECURE CHECKOUT

SUM-100

# SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:** ZUFFA, LLC, a Nevada limited liability company;  
**(AVISO AL DEMANDADO):** NEULION USA, LLC, a Delaware limited liability company; and DOES 1 to 50, inclusive

FOR COURT USE ONLY  
 (SOLO PARA USO DE LA CORTE)

**ELECTRONICALLY FILED**  
 Superior Court of California  
 County of Alameda

10/11/2022

Chad Finke, Executive Officer / Clerk of the Court

By: A. Linhares Deputy

## YOU ARE BEING SUED BY PLAINTIFF:

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

MOISES REZA, FRANK GARZA, TANNER PENDERGRAFT, and  
 FEDERICO NAVARRETE on behalf of themselves and all others similarly  
 situated

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court for the State of California  
 for the county of Alameda - Hayward Hall of Justice  
 24405 Amador Street, Hayward, CA 94544

CASE NUMBER:  
 (Número del Caso):

22CV019499

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

CROSNER LEGAL, PC 9440 Santa Monica Blvd., Ste. 301 Beverly Hills, CA 90210 Tel: (310) 496-5818

DATE: 10/11/2022 Chad Finke, Executive Officer / Clerk of the Court Clerk, by A. Linhares, Deputy  
 (Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
 

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. ☐ by personal delivery on (date):





ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Michael R. Crosner (SBN 41299), Zachary M. Crosner (SBN. 272295), Jamie Serb (SBN 289601) CROSNER LEGAL, PC, 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210 TELEPHONE NO.: (310) 496-5818 FAX NO. (Optional): (310) 510-6429 E-MAIL ADDRESS: zach@crosnerlegal.com, jamie@crosnerlegal.com ATTORNEY FOR (Name): Moises Reza, Frank Garza, Tanner Pendergraft, Federico Navarrete	<b>FOR COURT USE ONLY</b>  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of Alameda <b>10/13/2022 at 01:22:27 PM</b> By: Cheryl Clark, Deputy Clerk
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda</b> STREET ADDRESS: 24405 Amador Street MAILING ADDRESS: CITY AND ZIP CODE: Hayward, 94544 BRANCH NAME: Hayward Hall of Justice	CASE NUMBER: <b>22CV019499</b>  JUDGE: DEPT.:
CASE NAME: <b>MOISES REZA, et al. v. ZUFFA, LLC, et al.</b>	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	--

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |   |  |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties  | d. <input checked="" type="checkbox"/> Large number of witnesses   |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 4
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 11, 2022

Zachary Crosner

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET****CM-010**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES****Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

<p align="center"><b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b></p>	<p align="center">Reserved for Clerk's File Stamp</p> <p align="center"><b>FILED</b> Superior Court of California County of Alameda 10/13/2022 Chad Finke, Executive Officer / Clerk of the Court By: <u>A. Linhares</u> Deputy</p>
<p>COURTHOUSE ADDRESS:</p> <p>Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612</p>	
<p>PLAINTIFF(S):</p> <p>MOISES REZA et al</p>	
<p>DEFENDANT(S):</p> <p>ZUFFA, LLC, a Nevada limited liability company et al</p>	<p>CASE NUMBER:</p> <p>22CV019499</p>
<p align="center"><b>NOTICE OF HEARING</b></p>	

TO ALL PARTIES:

Notice is hereby given that the above-entitled action has been set for a/an  
Complex Determination Hearing on 12/06/2022 at  
3:00 PM in Department 23 of the above named court located at  
Administration Building, 1221 Oak Street, Oakland, CA 94612.

Chad Finke, Executive Officer / Clerk of the Court  
A. Linhares, Deputy Clerk

Dated: 10/13/2022

By: \_\_\_\_\_  
 Deputy Clerk

**NOTICE OF HEARING**

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b>		Reserved for Clerk's File Stamp  <b>FILED</b> Superior Court of California County of Alameda 10/11/2022 Clad Fike, Executive Officer/Clerk of the Court By: <u>A. Linhares</u> Deputy
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		
PLAINTIFF: MOISES REZA et al		
DEFENDANT: ZUFFA, LLC, a Nevada limited liability company et al		
<b>NOTICE OF CASE MANAGEMENT CONFERENCE</b>		CASE NUMBER: 22CV019499

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve all named defendants and file proofs of service on those defendants with the court within 60 days of the filing of the complaint (Cal. Rules of Court, 3.110(b)).

Give notice of this conference to all other parties and file proof of service.

Your Case Management Conference has been scheduled on:

Date: 02/08/2023	Time: 8:30 AM	Dept.: 23
Location: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		

TO DEFENDANT(S)/ATTORNEY(S) FOR DEFENDANT(S) OF RECORD:

The setting of the Case Management Conference does not exempt the defendant from filing a responsive pleading as required by law, you must respond as stated on the summons.

TO ALL PARTIES who have appeared before the date of the conference must:

Pursuant to California Rules of Court, 3.725, a completed Case Management Statement (Judicial Council form CM-110) must be filed and served at least 15 calendar days before the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record.

**Meet and confer**, in person or by telephone as required by Cal. Rules of Court, rule 3.724.

**Post jury fees** as required by Code of Civil Procedure section 631.

If you do not follow the orders above, the court may issue an order to show cause why you should not be sanctioned under Cal. Rules of Court, rule 2.30. Sanctions may include monetary sanctions, striking pleadings or dismissal of the action.

The judge may place a Tentative Case Management Order in your case's on-line register of actions before the conference. This order may establish a discovery schedule, set a trial date or refer the case to Alternate Dispute Resolution, such as mediation or arbitration. Check the court's eCourt Public Portal for each assigned department's procedures regarding tentative case management orders at <https://portal.alameda.courts.ca.gov>.

<p align="center"><b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b></p>	<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612</p>	<p align="center"><b>FILED</b> Superior Court of California County of Alameda 10/11/2022</p>
<p>PLAINTIFF/PETITIONER: MOISES REZA et al</p>	<p>Chad Finke, Executive Officer / Clerk of the Court By: <u>A. Linhares</u> Deputy</p>
<p>DEFENDANT/RESPONDENT: ZUFFA, LLC, a Nevada limited liability company et al</p>	
<p align="center"><b>CERTIFICATE OF MAILING</b></p>	<p>CASE NUMBER: 22CV019499</p>

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Michael R Crosner  
CROSNER LEGAL, PC  
9440 Santa Monica Blvd. Suite 301  
Beverly Hills, CA 90210

Chad Finke, Executive Officer / Clerk of the Court

Dated: 10/13/2022

By:

A. Linhares, Deputy Clerk

**CERTIFICATE OF MAILING**



Crosner Legal, PC  
9440 Santa Monica Blvd., Ste. 301  
Beverly Hills CA 90212